



VENTURA COUNTY TRANSPORTATION COMMISSION

# Request for Proposals Title VI Program Update



**Date Issued:** July 10<sup>th</sup>, 2026  
**Contract No.:** TPU-2026-01

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## **BACKGROUND AND PURPOSE**

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Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. As a recipient of Federal Transit Administration (FTA) funding, Ventura County Transportation Commission (hereinafter "VCTC") is required to maintain an active Title VI Program in compliance with FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients.

VCTC's current Title VI Program was last submitted to FTA in 2024. Per FTA requirements, Title VI Programs must be updated and resubmitted every three years, or whenever a significant service or fare change occurs. VCTC is seeking professional consulting services to develop a comprehensive Title VI Program Update that meets all current FTA regulatory requirements and reflects VCTC's current service area demographics, service delivery, and community engagement activities. Proposals shall be evaluated pursuant to the Evaluation Criteria contained herein and staff will recommend an award to VCTC's governing body after completion of such evaluation. Any award is solely within the discretion of VCTC's governing body and no award will be valid until properly approved by the Commission.

This Request for Proposals outlines the required elements for proposals, the schedule for submission, instructions for submission, as well the anticipated Scope of Services for the Update which outlines all tasks, deliverables, schedule, and budget associated with completing the Title VI Program Update. The successful proposer shall execute VCTC's standard Consultant Services Agreement, a draft of which is included in this RFP. In addition, this Update is partially funded by federal funds and thus, is subject to all federal contracting requirements as outlined in the Federal Clauses also included with this RFP. The work completed for the Update's Scope of Services shall encompass all required components under FTA Circular 4702.1B and any subsequent federal guidance for a transit provider, including but not limited to:

- Title VI Program Notice and Complaint Procedures
- Public Participation Plan (PPP) Update
- Language Assistance Plan (LAP) Update including a Four Factor Analysis
- Service Standards and Service Policies
- Equity Analysis for any service or fare changes (if applicable)
- System-wide Service Monitoring
- Demographic and service area data analysis
- Title VI Training Records and Program Administration documentation

### **Applicable Regulations and Guidance**

The consultant shall conduct all work in accordance with all federal regulations, guidance documents, any subsequent or newly issued federal guidance, and applicable state requirements, including:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)

- FTA Circular 4702.1B – Title VI Requirements and Guidelines for Federal Transit Administration Recipients (October 1, 2012, and subsequent updates)
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) obligations pertaining to Services for Persons with Limited English Proficiency (LEP)
- U.S. Department of Justice (DOJ) LEP Guidance (2002)
- FTA Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons (2007)
- Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- FTA Environmental Justice Circular 4703.1
- Americans with Disabilities Act (ADA) of 1990 – as applicable to complementary analysis

### Agency Overview

VCTC provides fixed-route bus and paratransit service throughout Ventura County, featuring six fixed routes with coverage across the County, including Ventura, Oxnard, Camarillo, Thousand Oaks, Fillmore, Santa Paula, Saticoy, Simi Valley, Moorpark, and Somis, as well as California State University at Channel Islands (CSUCI). The Coastal Express service extends northwest of Ventura County to Carpinteria, Santa Barbara, Goleta, and the University of California at Santa Barbara (UCSB). The Highway 101/Conejo Connection service extends east of Ventura County to Woodland Hills in Los Angeles County. VCTC Intercity commuter/express bus service serves park-and-ride or major transit centers with few local street stops, and operates mostly on the highway between communities.

VCTC receives FTA funding under Sections 5307, 5310, and/or 5311 (as applicable) of the Fixing America's Surface Transportation (FAST) Act and the Infrastructure Investment and Jobs Act (IIJA).

For more information regarding the transit services provided, please visit:

- <https://www.goventura.org/vctc-transit/routes-schedules/>
- <https://www.valleyexpressbus.org/>
- <https://www.goventura.org/wp-content/uploads/2026/04/Final-FY2025-2034-Short-Range-Transit-Plan.pdf>

The latest static GTFS feed that contains both VCTC Intercity and Valley Express services are available at the bottom of the following webpage: <https://www.goventura.org/vctc-transit/routes-schedules/>

## VCTC STATIC GTFS FEED

[Click here to download the latest static GTFS feed for VCTC.](#)

## PROCUREMENT/KEY ACTIVITIES SCHEDULE

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The procurement schedule outlined below identifies key milestones and anticipated dates for this Request for Proposals (RFP) process. The schedule is intended to provide proposers with a general timeline for the procurement and evaluation process, from RFP release through contract award.

All dates are approximate and subject to change at the sole discretion of the Ventura County Transportation Commission (VCTC). Any revisions to the procurement schedule will be communicated through formal addenda and posted on VCTC’s website. Proposers are solely responsible for monitoring the website for updates, clarifications, and notifications related to this solicitation.

VCTC reserves the right to modify the procurement schedule as necessary, including extending deadlines, cancelling or reissuing the solicitation, or adjusting evaluation and award timelines to ensure a fair and competitive process.

Activity	Date
RFP Release	July 10 <sup>th</sup> , 2026
Pre-Proposal Meeting – Virtual (OPTIONAL)	July 21 <sup>st</sup> , 2026 at 11:00 AM (PST)
Questions Due	July 31, 2026 by 5:00 PM (PST)
Answers Due	August 7 <sup>th</sup> , 2026
Proposals Due	August 21, 2026
Interviews ( <i>if necessary</i> )	Week of September 7 <sup>th</sup>
Anticipated Commission Award	October 2 <sup>nd</sup> , 2026
Project Kickoff	October 5 <sup>th</sup> , 2026
Draft Title VI Program Update – Commission Review	April 2 <sup>nd</sup> , 2027
Title VI Program Update – Anticipated Commission Approval	May 7 <sup>th</sup> , 2027
FTA Submittal	May 10 <sup>th</sup> , 2027

All electronic deliverables shall be provided in both PDF (final/unlocked) and Microsoft Word (editable) formats unless otherwise noted. All GIS data shall be provided in Esri Shapefile and/or Geodatabase format, along with PDF versions of all maps at 300 dpi resolution minimum.

### VCTC Reservation of Rights

In connection with this RFP, VCTC reserves the right to do any of the following:

1. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal or any item or part thereof;
2. Withdraw or cancel this RFP at any time without prior notice and VCTC makes no representation that any Contract will be awarded to any contractor responding to this RFP.
3. Reject all Proposals and to re-issue (or not re-issue) a new RFP for the same or similar work.
4. Postpone proposal openings, review and/or evaluation for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the proposer, and delivered to VCTC at the address identified herein.

5. Award multiple contracts as a result of this RFP and reserves the right to award contracts for similar services outside of this RFP process.
6. Alter the Selection Process Dates.
7. Remedy technical errors in the RFP process.
8. Request additional information from Proposers and investigate the qualifications of all firms under consideration.
9. Confirm any part of the information furnished by a Proposer.
10. Obtain additional evidence of managerial, financial or other capabilities.
11. Negotiate with any, all, or none of the Proposers;
12. Solicit best and final offers from all or some of the Proposers;
13. Accept other than the lowest-priced Proposal;

## PROPOSAL ELEMENTS/SUBMISSION REQUIREMENTS

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### Proposal Elements

Proposals shall include the following required elements. Any proposal not containing the required elements may be deemed to be incomplete and removed from any further consideration:

1. **Title Page** - Indicate RFP subject, name of proposer's firm, address, telephone number, name of contact person, and date of proposal.
2. **Table of Contents** - Identify the material in the proposal by section and page number.
3. **Letter of Transmittal** - Briefly state the proposer's understanding of the work to be done and commit to perform the work within the specified time period and budget. The letter should be signed by someone authorized to bind the consultant team. Include the names and contact information of all subcontractors. Provide the names and titles of individuals authorized to represent the proposer. Letter should include acknowledgement of all addenda and proposed exceptions to the draft contract. Letter should be no longer than three pages.
4. **Profile of the Proposer** – Describe the firm's resources and provide evidence that it has the ability to complete the work solicited by this RFP in the time frame proposed.
5. **Summary of Proposer's Qualifications** - Describe similar projects performed. Provide a list of references for which similar work has been performed, as well as references for any proposed subcontractors. Include sample reports or sample materials produced. Sample reports can be summarized here and submitted in an Appendix digitally.
6. **Proposed Staffing** – Provide a list of proposed staff, their qualifications and backgrounds identifying the proposed project manager and staff positions for the study. Indicate what proportion of their time key personnel will devote to this project and include statements that each of those key people have time to meet those obligations.
7. **Technical Approach** – Describe how the Scope of Services is proposed to be conducted. Describe any refinements or proposed changes to the Scope of Work based on recent changes to federal guidance. Describe project management techniques and strategies to insure quality and deliver project on time and within budget.
8. **Preliminary Schedule** - Provide a draft schedule for study completion.
9. Indicate RFP subject, name of proposer's firm, address, telephone number, name of contact person, and date of proposal.
10. **Table of Contents** - Identify the material in the proposal by section and page number.
11. **Letter of Transmittal** - Briefly state the proposer's understanding of the work to be done and commit to perform the work within the specified time period and budget. The letter should be signed by someone authorized to bind the consultant team. Include the names and contact information of all subcontractors. Provide the names and titles of individuals authorized to represent the proposer. Letter should include acknowledgement of all addenda and proposed exceptions to the draft contract. Letter should be no longer than three pages.
12. **Profile of the Proposer** – Describe the firm's resources and provide evidence that it has the ability to complete the work solicited by this RFP in the time frame proposed.
13. **Summary of Proposer's Qualifications** - Describe similar projects performed. Provide a list of references for which similar work has been performed, as well as references for any proposed subcontractors. Include sample reports or sample materials produced. Sample reports can be summarized here and submitted in an Appendix digitally.

14. **Proposed Staffing** – Provide a list of proposed staff, their qualifications and backgrounds identifying the proposed project manager and staff positions for the study. Indicate what proportion of their time key personnel will devote to this project and include statements that each of those key people have time to meet those obligations.
15. **Technical Approach** – Describe how the Scope of Services is proposed to be conducted. Describe any refinements or proposed changes to the Scope of Work based on recent changes to federal guidance. Describe project management techniques and strategies to insure quality and deliver project on time and within budget.
16. **Preliminary Schedule** - Provide a draft schedule for study completion.
17. **Cost Structure** - Provide a detailed cost breakdown, including estimated time by task, person, hourly rates, estimated travel time and travel expenses and materials cost.

### Questions

All questions, comments, and clarifications should be directed to:

Aubrey Smith, Program Manager  
Ventura County Transportation Commission  
751 East Daily Drive, Suite 420  
Camarillo, CA 93010  
Phone: (805) 642-1591 (ext. 110)  
Email: [asmith@goventura.org](mailto:asmith@goventura.org)

### Submission Requirements

The Consultant proposal shall be submitted in electronic form via email to [asmith@goventura.org](mailto:asmith@goventura.org) by **August 21, 2026** no later than **4:00 P.M.** (electronic submissions will not be accepted). **Proposals delivered after the stated date and time may not be considered and may be returned to the proposing firm unopened.** Proposals shall be delivered to the VCTC offices at:

Ventura County Transportation Commission  
Title VI Program Update RFP  
751 East Daily Drive, Suite 420  
Camarillo, CA 93010

## CONSULTANT QUALIFICATIONS

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The consultant team shall possess demonstrated experience and qualifications in the following areas:

- Minimum five (5) years of experience preparing FTA Title VI Programs and Language Assistance Plans for public transit agencies
- Direct experience with FTA Circular 4702.1B requirements, including equity analysis, system-wide service monitoring, and sub-recipient oversight
- Proficiency in GIS-based demographic analysis using U.S. Census Bureau data (ACS, TIGER files)
- Experience conducting community engagement with minority, low-income, and (Limited English Proficiency) LEP populations in transit planning contexts
- Familiarity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) obligations pertaining to Services for Persons with Limited English Proficiency (LEP) and DOJ/FTA LEP guidance
- Experience preparing Board adoption packages and FTA submission packages
- Knowledge of applicable FTA grant programs (5307, 5310, 5311) and associated civil rights compliance requirements
- Familiarity and expertise regarding recent federal guidance applicable to Title IV Programs and associated best practices

The consultant shall provide a project team resume for each proposed team member, along with a list of at least three (3) comparable Title VI Program projects completed within the past five (5) years, including client references with contact information.

## SCOPE OF SERVICES

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The successful proposer shall perform the following Scope of Services. The Scope of Services is organized into seven (7) primary tasks. Each task includes specific subtasks, deliverables, and consultant responsibilities. VCTC will provide data, access to staff, and review/approval at designated milestones. VCTC recognizes that there have been significant recent changes to federal guidance pertaining to Title VI analysis and programs. Consultants shall note and/or recommend any proposed refinements or changes to VCTC's proposed approach to the Scope of Services and tasks to comply with this recent federal guidance within their proposals.

### TASK 1 – PROJECT INITIATION AND DATA COLLECTION

#### 1.1 Kick-Off Meeting

The consultant shall conduct a virtual or in-person kick-off meeting with Agency staff within ten (10) calendar days of contract execution. The kick-off meeting shall include:

- Review of project objectives, scope, timeline, and deliverables
- Identification of key Agency staff and points of contact
- Discussion of data needs, availability, and access protocols
- Review of VCTC's current Title VI Program and prior FTA correspondence
- Establishment of communication protocols, meeting cadence, and review cycles

#### 1.2 Data Collection and Review

The consultant shall collect and review all relevant existing Agency documentation, data, and plans, including but not limited to:

- Current FTA-approved Title VI Program and all appendices
- Current route maps, schedules, and service standards documentation
- Recent passenger survey data and origin-destination studies
- Demographic data (U.S. Census Bureau American Community Survey 5-year estimates, most recent available)
- National Transit Database (NTD) reporting
- Public outreach records, meeting minutes, and community engagement documentation from the prior three-year period
- Existing Language Assistance Plan and LEP outreach materials
- Existing Public Participation Plan and documentation of PPP implementation activities
- Complaint logs, including Title VI complaints received and dispositions
- Board/governing body resolutions related to Title VI
- Any recent fare change or major service change documentation and related equity analyses
- Existing contracts with sub-recipients, if applicable

Deliverable(s)
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Data Collection Memo
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## **TASK 2 – FOUR FACTOR ANALYSIS AND LANGUAGE ASSISTANCE PLAN (LAP)**

This task constitutes the most substantive analytical component of the project. The consultant shall conduct a rigorous, data-driven Four Factor Analysis in accordance with VCTC's obligations under Title VI of the Civil Rights Act, and shall update VCTC's Language Assistance Plan accordingly.

### **2.1 Four Factor Analysis**

The Four Factor Analysis evaluates VCTC's obligations under Title VI of the Civil Rights Act to provide language assistance to Limited English Proficient (LEP) individuals:

#### **Factor 1 – Number and Proportion of LEP Persons in the Service Area**

The consultant shall:

- Analyze U.S. Census Bureau American Community Survey (ACS) data (most recent 5-year estimates) to identify the number and proportion of LEP individuals by language spoken and English proficiency level within VCTC's service area
- Disaggregate LEP population data by census tract, city, and county to identify geographic concentrations of LEP persons
- Map LEP population density against VCTC's Intercity and Valley Express route network to identify LEP communities served by or near existing transit service
- Identify the top languages spoken by LEP persons in the service area (threshold: 5% or 1,000 persons, per the Safe Harbor Provision)
- Review transit rider demographic survey data, if available, to supplement census data with LEP rider estimates
- Document all data sources, methodologies, and analytical assumptions

#### **Factor 2 – Frequency of Contact with LEP Persons**

The consultant shall:

- Review VCTC's existing records of LEP interactions, including calls to customer service, complaints, and requests for language assistance
- Interview Agency frontline staff (operators, customer service representatives, dispatch) regarding frequency and nature of interactions with LEP riders
- Analyze ridership data and passenger surveys to estimate proportion of LEP passengers among total ridership
- Review outreach event records to document contact with LEP community members
- Assess whether contact frequency has changed since the prior LAP was adopted

#### **Factor 3 – Nature and Importance of the Program, Activity, or Service**

The consultant shall:

- Document the critical nature of public transit service as it relates to access to employment, healthcare, education, and essential services for LEP populations
- Identify transit-dependent populations within the service area, including those with lower vehicle access rates, lower incomes, and higher LEP prevalence
- Assess the degree to which denial or delay of service access due to language barriers would have significant consequences for LEP individuals

#### **Factor 4 — Resources Available and Overall Cost of Providing LEP Services**

The consultant shall:

- Inventory existing language assistance resources and tools used by VCTC (bilingual staff, translation vendors, telephonic interpretation services, translated materials, etc.)
- Identify available low-cost or no-cost resources (e.g., Language Line, LEP.gov resources, Census Bureau Language Identification Flashcards, Google Translate as a supplementary tool)
- Estimate the cost and feasibility of providing enhanced language assistance based on the findings of Factors 1 through 3
- Assess VCTC's current budget, staffing capacity, and organizational resources available to support expanded language assistance if warranted

#### **2.2 Language Assistance Plan (LAP) Update**

Based on the findings of the Four Factor Analysis, the consultant shall develop an updated Language Assistance Plan. The LAP shall include, at minimum:

- Executive summary of Four Factor Analysis findings and conclusions
- Identification of LEP languages requiring language assistance (Safe Harbor analysis)
- Description of language assistance measures currently offered by VCTC
- Recommended language assistance measures for each identified LEP language group, including:
  - Oral language assistance (telephonic interpretation, bilingual staff)
  - Written translation of vital documents (routes, schedules, rider guides, notices, complaint forms)
  - Translated website content and digital communications
  - Multilingual signage at key facilities and stops
  - Community liaison and outreach partnerships with LEP-serving organizations
- Staff training protocols for providing LEP services
- Monitoring and evaluation procedures to assess the effectiveness of language assistance measures
- Procedures for updating the LAP and responding to changing LEP demographics

- List of translated vital documents with translation update schedule

<b>Deliverable(s)</b>
Draft Four Factor Analysis report
Draft Language Assistance Plan (LAP)
Final Four Factory Analysis Report
Final Language Assistance Plan (LAP)

## **TASK 3 – PUBLIC PARTICIPATION PLAN (PPP) UPDATE**

FTA Circular 4702.1B requires all transit providers to develop and implement a Public Participation Plan that promotes inclusive public engagement, with specific strategies to reach minority, low-income, and Limited English Proficient populations who may face barriers to participating in traditional public involvement processes. The PPP must document VCTC's commitment to proactive outreach and shall be submitted as a required component of the Title VI Program.

### **3.1 Review of Existing PPP and Outreach Record**

The consultant shall conduct a comprehensive review of VCTC's current Public Participation Plan and its implementation over the prior three-year reporting period. This review shall include:

- Assessment of the current PPP's goals, strategies, and target populations against current FTA requirements and best practices
- Evaluation of whether the current PPP adequately addresses the needs of minority, low-income, LEP, and other underserved populations in the service area
- Review of outreach activities conducted under the current PPP, including public meetings, surveys, online engagement, and community events, with an assessment of attendance, participation, and demographic reach
- Identification of gaps between the PPP's stated strategies and actual implementation, and any populations that have been underrepresented in VCTC's engagement activities
- Review of public comment records, complaint logs, and community feedback to identify recurring concerns from Title VI-protected communities

### **3.2 Stakeholder and Community Mapping**

The consultant shall develop an updated stakeholder and community map to identify the full range of organizations and populations VCTC should engage through its public participation activities. This mapping shall include:

- Community-based organizations (CBOs), social service agencies, and advocacy groups serving minority, low-income, and LEP populations in the service area
- Faith-based organizations and community centers in areas with high concentrations of Title VI-protected populations
- Schools, healthcare facilities, affordable housing providers, and workforce development agencies whose clients are likely transit-dependent
- Environmental justice communities identified through demographic analysis (Task 4)
- Disability advocacy organizations and ADA paratransit riders, as applicable
- Employer transportation coordinators and large trip generators in minority or low-income areas

### **3.3 Updated Public Participation Plan**

Based on the review of the existing PPP and the stakeholder mapping, the consultant shall prepare an updated Public Participation Plan. The updated PPP shall include the following components:

#### **3.3.1 Purpose and Policy Statement:**

- Statement of VCTC's commitment to nondiscriminatory public engagement under Title VI
- Description of the PPP's relationship to VCTC's broader planning and decision-making processes

#### **3.3.2 Outreach Strategies for Title VI-Protected Populations:**

- Specific strategies for reaching minority and low-income populations, including geographic targeting based on demographic analysis
- Language assistance strategies for LEP populations, coordinated with the Language Assistance Plan (Task 2), including translated meeting notices, multilingual outreach materials, and on-site interpretation at public meetings
- Strategies for engaging populations with limited internet access or technology barriers, including non-digital outreach channels (flyers, community radio, in-person canvassing)
- Partnerships with CBOs and trusted community intermediaries to extend VCTC's reach into underserved communities
- Strategies for scheduling and locating public meetings in accessible, culturally appropriate venues within or near minority and low-income neighborhoods

#### **3.3.3 Public Engagement Methods and Tools:**

- Description of the range of engagement methods VCTC will employ: public hearings, open houses, online surveys, focus groups, pop-up outreach, rider intercept surveys, social media, agency website, newsletters, and direct mail
- Standards for public notice, including minimum notice periods, required languages, and distribution channels for different types of decisions
- Procedures for accepting and documenting public comments, including accessibility accommodations (TTY, large print, audio formats)

#### **3.3.4 Consideration and Response to Public Input:**

- Procedures for documenting, tracking, and analyzing public comments received during planning and decision-making processes
- Process for reporting back to the public on how their input was considered, including post-decision summaries and online posting of comment response matrices

- Procedures for notifying affected communities of the outcomes of major service or fare change decisions

**3.3.5 Three-Year Outreach Implementation Summary:**

- Summary table of all public outreach activities conducted during the prior three-year Title VI reporting period, including date, event type, location, attendance, languages offered, and demographic reach
- Narrative assessment of the effectiveness of prior outreach efforts and lessons learned

**3.3.6 PPP Monitoring and Update Procedures:**

- Description of how VCTC will monitor PPP implementation on an ongoing basis
- Procedures for updating the PPP at the three-year Title VI Program cycle and in response to significant demographic changes in the service area

<b>Deliverable(s)</b>
Draft Public Participation Plan (PPP)
Final Public Participation Plan (PPP)
Three-Year Outreach Activity Summary Table

## **TASK 4 – TITLE VI PROGRAM DOCUMENT UPDATE**

The consultant shall prepare a complete, updated Title VI Program document for submission to FTA. The program document shall comply with all requirements of FTA Circular 4702.1B and any subsequent applicable federal guidance, and shall be organized as required for submission to the applicable FTA regional office.

### **4.1 Title VI Notice to the Public**

The consultant shall draft an updated Title VI Notice to the Public that:

- Informs riders and the public of their rights under Title VI
- Provides information on how to file a Title VI complaint
- Is translated into the languages identified in the LAP
- Is suitable for posting at Agency facilities, on VCTC website, and in vehicles

### **4.2 Title VI Complaint Procedures and Complaint Form**

The consultant shall review and update VCTC's Title VI complaint procedures and complaint form to ensure they:

- Comply with FTA Circular 4702.1B requirements for complaint intake, investigation, and disposition
- Include a clear process for documenting, tracking, investigating, and resolving complaints
- Provide for escalation to FTA and DOT where appropriate
- Are available in languages identified through the LAP process
- Include procedures for retaining complaint records for a minimum of three years

### **4.3 List of Transit-Related Title VI Investigations, Complaints, and Lawsuits**

The consultant shall work with Agency staff to compile and document all Title VI investigations, complaints, and lawsuits received by VCTC during the three-year reporting period, including:

- Date and description of each complaint or investigation
- Status and disposition of each complaint or investigation
- Any remedial actions taken by VCTC

### **4.4 Service Standards and Service Policies**

The consultant shall develop or update quantitative service standards and service policies that apply to VCTC's transit modes. At minimum, the following shall be addressed for each mode of service:

#### **4.4.1 Service Standards:**

- Vehicle load (maximum passengers per vehicle)

- Vehicle headway (maximum time between service)
- On-time performance standards
- Service availability (hours and days of service)
- Transit amenities (shelters, benches, lighting, real-time information)

#### **4.4.2 Service Policies:**

- Vehicle assignment policy (procedures for assigning vehicles to routes/divisions)
- Transit amenity deployment policy (criteria for installing amenities at stops/stations)

### **4.5 System-wide Service Monitoring**

The consultant shall assist VCTC in conducting system-wide service monitoring to identify and assess any disparities in the distribution of service between minority and non-minority routes and areas. This shall include:

- Classification of routes as minority or non-minority based on current demographic data
- Comparison of service standards across minority and non-minority routes
- Analysis of transit amenity distribution between minority and non-minority stops and stations
- Documentation of any identified disparities and recommended corrective actions

### **4.6 Demographic Data and Service Area Maps**

The consultant shall prepare demographic maps and associated tables for inclusion in the Title VI Program. Maps shall include:

- Minority population distribution by census tract (percent minority and minority population density)
- Low-income population distribution
- LEP population distribution by primary language
- Zero-vehicle household distribution
- Transit-dependent population overlay
- Agency route network overlaid on demographic layers

Maps shall be produced using GIS software (ArcGIS or QGIS) and shall be publication-quality, clearly labeled, and suitable for inclusion in the Title VI Program document.

### **4.7 Sub-Recipient Oversight (if applicable)**

VCTC passes through FTA funding to sub-recipients. The consultant shall assist VCTC in documenting its sub-recipient oversight procedures, including:

- List of current sub-recipients and funding amounts

- Description of VCTC's procedures for ensuring sub-recipient compliance with Title VI requirements
- Copies of Title VI assurances included in sub-recipient contracts or agreements

<b>Deliverable(s)</b>
Complete Draft Title VI Program document (all sections)
Final Title VI Program document
GIS map files and demographic data

## TASK 5 – FARE AND MAJOR SERVICE CHANGE EQUITY ANALYSIS (CONDITIONAL)

This task is contingent on VCTC having conducted or planning to conduct a major service change or systemwide fare change during the three-year program period. If no qualifying changes have occurred or are planned, this task shall be determined as Not Applicable (N/A) and the consultant shall document this determination.

### 5.1 Determination of Major Service or Fare Change

The consultant shall review VCTC's service history and planned changes to determine whether any actions meet the threshold for a "major service change" as defined by VCTC's adopted service standards and FTA Circular 4702.1B. A major service change is generally defined as:

- A change affecting a significant percentage of revenue miles, service hours, or riders
- Elimination or substantial reduction of a route
- Systemwide fare changes or changes in fare structure
- Addition of new service that significantly reallocates resources

### 5.2 Disparate Impact and Disproportionate Burden Analysis

To the extent permitted under applicable federal guidance, for each qualifying major service or fare change, the consultant shall conduct a Disparate Impact (DI) and Disproportionate Burden (DB) analysis in compliance with FTA Circular 4702.1B. The analysis shall:

- Apply VCTC's adopted Disparate Impact Policy (minority populations) and Disproportionate Burden Policy (low-income populations)
- Identify affected routes and service areas using GIS demographic analysis
- Compare impacts on minority versus non-minority riders and populations
- Compare impacts on low-income versus non-low-income riders and populations
- Determine whether adverse impacts are disparate or create a disproportionate burden under VCTC's adopted thresholds
- Document findings, conclusions, and any required corrective actions or alternatives considered

Deliverable(s)
Equity Analysis Report (Draft and Final, if applicable) OR written N/A determination memo if no qualifying change

## TASK 6 – COMMUNITY AND STAKEHOLDER ENGAGEMENT SUPPORT

The consultant shall support VCTC's public engagement activities conducted in connection with the Title VI Program Update. This task is distinct from the PPP development in Task 3: Task 3 updates VCTC's written plan and policies, while Task 6 supports the actual outreach events and engagement activities carried out during this project cycle to inform the Program Update.

### 6.1 Outreach Event Support

The consultant shall support up to two (2) community outreach meetings or events as part of the Title VI Program Update process. Support shall include:

- Preparation of meeting materials, presentations, comment forms, and sign-in sheets
- Preparation of multilingual outreach materials coordinated with LAP findings (Task 2)
- Attendance at meetings (in-person or virtual, as directed by VCTC)
- Meeting summary documentation, including attendance, comments received, and demographic reach

*Note: VCTC shall be responsible for scheduling, notifying the public, securing meeting venues, and providing any required translation or interpretation services at meetings.*

### 6.2 Online and Digital Engagement

The consultant shall assist VCTC in preparing materials for online public engagement, which may include:

- Online survey instrument for gathering public feedback on the Title VI Program Update
- Web-ready summary of the draft Title VI Program and PPP for posting on VCTC's website
- Social media content or press release language to notify the public of the comment period

### 6.3 Comment Response Matrix

Following the close of the public comment period, the consultant shall prepare a comment response matrix documenting all public comments received, VCTC's response to each comment, and any resulting revisions to the draft Title VI Program or PPP.

Deliverable(s)
- Outreach meeting materials
- Meeting summaries (2)
- Online engagement materials
- Comment response matrix

## TASK 7 – FINAL PROGRAM SUBMISSION AND FTA COORDINATION

### 7.1 Board Adoption Package

The consultant shall prepare a board adoption package for VCTC's governing body that includes:

- Title VI Program executive summary suitable for board presentation
- Draft board resolution adopting the updated Title VI Program, PPP, and LAP
- Title VI Assurance (as required by FTA)
- Presentation materials for board meeting

### 7.2 FTA Submission Package

Following board adoption, the consultant shall prepare the final Title VI Program submission package for transmittal to the applicable FTA regional office, including:

- Complete Title VI Program document with all required attachments, including the PPP and LAP
- Executed Title VI Assurance
- Board resolution adopting the program
- Cover letter to FTA Regional Civil Rights Officer
- Checklist confirming compliance with all FTA Circular 4702.1B requirements

### 7.3 FTA Comment Response

The consultant shall provide up to one (1) round of response to FTA comments or requests for additional information following submission, within the project period. This shall include:

- Written response to FTA comments
- Revisions to the Title VI Program document as required
- Coordination with Agency staff to obtain any additional documentation requested by FTA

<b>Deliverable(s)</b>
- Board Adoption Package (Presentation)
- Final FTA submission package
- FTA comment response memo (if required)

## EVALUATION CRITERIA

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VCTC will evaluate the proposals in accordance with the following criteria in order to formulate a recommendation for award to VCTC's governing body. VCTC shall make an award based on the proposal that is in the best interest of VCTC, which may not result in an award to the lowest cost proposal.

**A. Project Understanding & Technical Approach (30 points)**

*Key considerations include:* demonstrates clear understanding of FTA Circular 4702.1B requirements, any subsequent federal guidance, and Title VI compliance.

**B. Relevant Experience & Past Performance (20 points)**

*Key considerations include:* demonstrates experience delivering similar Title VI and transit compliance programs.

**C. Project team Qualifications & Staffing Plan (15 points)**

*Key considerations include:* demonstrates project team structure, expertise, and capacity to deliver

**D. Project Management, Schedule, & Deliverables (15 points)**

*Key considerations include:* demonstrates ability to deliver on time and manage the project effectively.

**E. Community Engagement Approach (10 points)**

*Key considerations include:* demonstrates strength of outreach and inclusivity strategies.

**F. Cost Proposal (10 points)**

## **AGENCY RESPONSIBILITIES**

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VCTC shall provide the following support and resources to facilitate timely completion of the project:

1. Designate a Project Manager and identify key Agency staff who will serve as points of contact for data collection, review, and coordination.
2. Provide access to existing Title VI Program documents, plans, studies, data, and reports as identified in the Data Collection Memo.
3. Provide ridership data, route-level performance data, passenger count data, and service planning data as required for demographic analysis and service monitoring.
4. Provide complaint log records, outreach documentation, and any prior FTA correspondence relating to Title VI compliance.
5. Schedule and facilitate the kick-off meeting and up to two (2) community outreach meetings, including venue reservation, public notice, and accessibility accommodations.
6. Provide timely review and written comments on all draft deliverables within fourteen (14) business days of receipt.
7. Schedule and coordinate the Title VI Program for board adoption, including placement on the board agenda and notice to board members.
8. Execute the Title VI Assurance and all required certifications for FTA submission.
9. Submit the Final Title VI Program to the appropriate FTA regional office and coordinate with FTA staff on any follow-up questions.

## MILESTONE-PAYMENT SCHEDULE

Payment shall be made on a milestone basis upon VCTC's written acceptance of each deliverable identified below. Invoices shall reference the applicable milestone number, deliverable(s) accepted, and the corresponding payment amount. No payment shall be released until VCTC's Project Manager has issued written acceptance of all deliverables associated with a given milestone. Partial invoicing within a milestone is not permitted unless authorized in writing by VCTC.

The following table establishes the payment schedule, tying each milestone to its required deliverable(s), the corresponding project task(s), the estimated month of completion, and the percentage of the total contract value associated with that payment.

Milestone	Tasks	Required Deliverable(s)	Est. Timing	% of Contract	Condition for Payment Release
<b>MS-1</b>	Task 1	Data Collection Memo; kick-off meeting minutes	Month 1	<b>10%</b>	<i>Agency written acceptance of Data Collection Memo</i>
<b>MS-2</b>	Tasks 2 & 3	Draft Four Factor Analysis Report; Draft Language Assistance Plan; Draft Public Participation Plan; Three-Year Outreach Activity Summary Table	Month 3–4	<b>20%</b>	<i>Agency written acceptance of Draft Four Factor Analysis, Draft LAP, and Draft PPP</i>
<b>MS-3</b>	Tasks 2, 3 & 4	Final Four Factor Analysis Report; Final Language Assistance Plan; Final Public Participation Plan; Draft Title VI Program Document (all sections); GIS Maps and Demographic Data Tables	Month 5	<b>30%</b>	<i>Agency written acceptance of Final LAP, Final PPP, and Draft Title VI Program Document</i>
<b>MS-4</b>	Task 5	Final Equity Analysis Report — Draft and Final (if applicable); or written N/A Determination Memo if no qualifying change	Month 3–4 (concurrent)	<b>10%</b>	<i>Agency written acceptance of Final Equity Analysis or N/A Memo. If N/A, this 10% is reallocated: 5% to MS-3 and 5% to MS-5.</i>
<b>MS-5</b>	Tasks 6 & 7	Meeting Summaries #1 & #2; Comment Response Matrix; Online Engagement Materials; Board Adoption Package (presentation, draft resolution, Title VI Assurance); Final Title VI Program — FTA Submission Package	Month 6–7	<b>25%</b>	<i>Agency written acceptance of Board Adoption Package and Final Program; Board adoption by governing body</i>

Milestone	Tasks	Required Deliverable(s)	Est. Timing	% of Contract	Condition for Payment Release
MS-6	Task 7	FTA Comment Response Memo and revised program sections (if required); written confirmation of FTA acceptance or 60-day close-out	Month 7-9 (post-submission)	5%	FTA written acceptance OR Agency confirmation that no FTA comments received within 60 days of submission
<b>TOTAL CONTRACT VALUE</b>				<b>100%</b>	<b>[\$[Contract Amount]</b>

**Notes:**

- Milestone payment percentages are illustrative. Actual dollar amounts shall be calculated by applying the percentage to the final negotiated contract amount as shown in the executed contract.
- Milestone MS-4 (Equity Analysis) is conditional. If no qualifying major service or fare change has occurred, the 10% MS-4 payment is reallocated: 5% added to MS-3 and 5% added to MS-5.
- VCTC shall issue written acceptance or a written notice of deficiency within ten (10) business days of receiving each deliverable. Failure to respond within ten (10) business days shall be deemed written acceptance, and the consultant may invoice for the associated milestone.
- Invoices shall be submitted electronically and shall include: invoice number, date, contract number, milestone number, deliverable(s) accepted with acceptance date, and invoice amount.
- Payment shall be made within thirty (30) calendar days of invoice receipt, subject to Agency and funding source requirements.
- VCTC may withhold up to [5-10]% retainage from each milestone payment, to be released upon satisfactory FTA acceptance of the Final Title VI Program (MS-6 trigger).

## BID PROTEST PROCEDURES

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### RESOLUTION 91-05 A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION ADOPTING CONTRACT PROTEST PROCEDURES

#### SECTION I.

##### THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY DETERMINE AND FIND AS FOLLOWS:

- A. The Ventura County Transportation Commission (hereinafter, "VCTC") does from time to time solicit bids from contractors for work and/or proposals for professional services; and
- B. There is a potential that an Interested Party (as defined in Section II.A, below), may at some time wish to protest the determinations hereinafter set forth as protestable; and
- C. It is in the interest of the health, safety, and general welfare of the residents of Ventura County and potential Interested Parties that the Commission establish procedures for protests to contracts awarded by, and bids or proposals on contracts received by VCTC, as hereinafter set forth:

#### SECTION II.

##### NOW, THEREFORE, THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

###### A. GENERAL.

1. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:
  - (a) A written notice, by, or on behalf of, the Executive Director denying a bidder's or proposer's request for a change in contract requirement; and
  - (b) A written recommendation to Ventura County Transportation Commission ("VCTC") or a decision made by, or on behalf of, the Executive Director to disqualify a proposer, bidder, or subcontractor; and
  - (c) A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.
2. This policy does not govern any VCTC staff decision not listed in this Section II.A.
3. When a protest has been properly filed, pursuant to the procedures hereinafter set forth, prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening of bids, bids shall not be opened prior to the VCTC decision on the protest. When a protest has been filed properly after the contract is awarded, the contract shall not be executed until the protest is resolved by the VCTC.

4. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:
  - (a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

**B. FILING A PROTEST**

1. Protests may be filed only by "Interested Parties". "Interested Parties" are defined as (a) bidders who have responded, and prospective bidders who may respond, to a request for bids, (b) prospective professional services contractors who may respond, and professional service contractors who have responded, to a request for proposals on a VCTC contract and/or a generally funded contract, and (c) subcontractors or suppliers at any tier who have a substantial economic interest in an award, a provision of the specifications, or a bid or proposal submitted to VCTC by a prime contractor, or in the interpretation of the provisions of such documents.
2. Protests to a contract requirement must be filed at least ten (10) working days prior to bid opening or the deadline for receiving proposals. Protests to VCTC staff actions must be filed within five (5) working days of receipt by the bidder or proposer from the Executive Director, or a person authorized to act on behalf of the Executive Director, or written notice of the VCTC staff action.
3. Protests shall be addressed to Ventura County Transportation Commission, 751 E. Daily Drive, Suite 420, Camarillo, CA 93010, or such other address as may appear on the request for proposal for bid solicitation.
4. Protests shall be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest shall be submitted by the protestor in the time and manner specified in this section.
5. The Executive Director, or an authorized person acting on behalf of the Executive Director, shall provide notice, by telephone, telephone facsimile (FAX) or by letter, to all bidders and/or persons who have submitted proposals on the contract which is subject to the protest known to VCTC. Such notice shall state that a protest has been filed with VCTC and identify the name of the protestor. The notice shall be given not more than five (5) working days after receipt of a properly filed protest. The notice shall state that bidders will receive further information relative to the protest only by submitting a written request for further information to the Executive Director.

**C. VCTC PRELIMINARY RESPONSE TO A PROTEST: MEETING WITH STAFF TO ATTEMPT EARLY RESOLUTION OF THE PROTEST**

1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall

prepare and distribute to the protestor and to all persons specified in Section B.5, above:

- (a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and
  - (b) The time, date and place of the meeting described in Section C.2, below.
2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by section C.1(a) above.
  3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

**D. FURTHER INVESTIGATION**

1. If a protest is not withdrawn pursuant to Section C.3, above, the Executive Director shall, within thirty (30) days of receipt of the notice from the protestor described in Section C.3, above, further investigate the protest with the assistance of the VCTC staff.
2. The Executive Director may contract third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties for the sharing of the cost of such consulting services.
3. As part of the investigation, the Executive Director shall establish a reasonable time within which VCTC, the protestor, and other interested parties shall exchange all documents and arguments relevant to the protest; provided, however, that such time shall not exceed thirty (30) days without the concurrence of the protestor and the Executive Director.

**E. INTENDED DECISION: COMMENTS BY PROTESTOR AND OTHER PARTIES**

1. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:
  - (a) An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.
  - (b) A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest;

- (c) Give written notice to all Interested Parties of the time, date, and place of the VCTC meeting at which the protest will be considered.
- 2. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:
  - (a) The intended decision described in Section E.1(a), above.
  - (b) All written comments received within the submittal period described in Section E.1(b), above.
  - (c) If the Executive Director has revised his/her intended decision since its distribution pursuant to Section E.2(a), above, a written description of the new intended decision and the reasons for revision.

**F. VCTC CONSIDERATION**

- 1. At the hearing, VCTC staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other procedural rules which, in the opinion of the Chair, are reasonably necessary to preclude repetitious or irrelevant testimony and afford all persons wishing to testify the opportunity to be heard.
- 2. In rendering its decision on the protest:
  - (a) VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or
  - (b) Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or
  - (c) Elect to defer its decision and direct VCTC staff
  - (d) To Further investigate the protest; or
  - (e) Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact, to be returned to VCTC for a decision which shall be made pursuant to the procedures outlined in this Section.

# Consultant Services Agreement (DRAFT)

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## CONSULTANT SERVICES AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND [NAME OF CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and \_\_\_\_\_ ("Consultant") (together referred to as the "Parties") as of \_\_\_\_\_, 2026 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the consulting services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect VCTC's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** VCTC hereby agrees to pay Consultant a sum not to exceed \$\_\_\_\_\_, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

Consultant and VCTC acknowledge and agree that compensation paid by VCTC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and

its employees, agents, and subcontractors may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
  - The Consultant's signature;
  - Consultant shall give separate notice to VCTC when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and VCTC. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and VCTC, if applicable.
- 2.2 Monthly Payment.** VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** VCTC shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to VCTC of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded and no separate additional amount is set aside for expenses.

- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. VCTC will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

a. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. VCTC shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

VCTC shall furnish physical facilities such as desks as may be reasonably necessary for Consultant's use while consulting with VCTC employees and reviewing records and the information in possession of VCTC. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of VCTC. In no event shall VCTC be

obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to VCTC. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VCTC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to VCTC.

#### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ 1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of VCTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of VCTC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects VCTC, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to VCTC guaranteeing payment of losses and related investigations, claim administration and defense expenses. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

**4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies VCTC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to VCTC, and hold harmless VCTC and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of VCTC.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by VCTC, unless this time has been extended by VCTC. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by VCTC, may be retained by VCTC until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public

Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind VCTC to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to VCTC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses applicable to the work.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other category protected by local, state, or federal law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** VCTC may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon thirty (30) days' written notice to VCTC and shall include in such notice the reasons for cancellation.

In the event of termination for convenience, Consultant shall be entitled to compensation for services satisfactorily performed up to the effective date of termination.

In the event of termination for cause, VCTC, Consultant shall be entitled to compensation for services satisfactorily performed up to the effective date of termination; however, Consultant shall not be relieved of liability to VCTC for damages sustained by VCTC arising from Consultant's breach of this Agreement and VCTC shall have the right to set-off any such amounts it incurs in order to complete the work or otherwise related to the termination of Consultant against any payments owed to Consultant for that portion of the work which has been completed and accepted by VCTC.

Further, VCTC may condition payment of any compensation due to Consultant upon termination upon Consultant delivering to VCTC any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the VCTC in connection with this Agreement.

- 8.2 Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, VCTC's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant;
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work; and
- 8.6.5 Offset any damages sustained by VCTC as a result of Consultant's breach from any compensation otherwise due and payable to Consultant for work satisfactorily performed up to the effective date of termination.

**Section 9.**      **KEEPING AND STATUS OF RECORDS.**

- 9.1      **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2      **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3      **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of 3 years after final payment under the Agreement.

**Section 10**      **MISCELLANEOUS PROVISIONS.**

- 10.1      **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2      **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Ventura County or in the United States District Court for the Central District of California.
- 10.3      **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in

full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of VCTC. If Consultant was an employee, agent, appointee, or official of VCTC in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by **Aubrey Smith** ("Contract Administrator"). All correspondence, communications and meetings shall be directed to or through the Contract Administrator or their designee. The Consultant shall only take direction regarding the services provided under this Agreement from the Contract Administrator. Furthermore, Consultant agrees that the Contract Administrator shall be included any meeting, teleconference or written communication between any VCTC representative including Commission members and the Consultant. VCTC may modify the Contract Administrator at any time upon providing written notice to the Consultant.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:  
**[insert name, address]**

Any written notice to VCTC shall be sent to:

Ventura County Transportation Commission  
Attn: Executive Director  
751 E. Daily Drive, Ste. 420  
Camarillo, CA 93010

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, represents the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services and Compensation Schedule

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

The Parties have executed this Agreement as of the Effective Date.

VENTURA COUNTY TRANSPORTATION COMMISSION

CONSULTANT

\_\_\_\_\_  
Martin Erickson, Executive Director

\_\_\_\_\_  
[insert name, title]

Approved as to Form:

\_\_\_\_\_  
General Counsel

DRAFT

**EXHIBIT A**  
**SCOPE OF SERVICES**

DRAFT

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

DRAFT

**EXHIBIT C**  
**REIMBURSABLE EXPENSES**

DRAFT

EXHIBIT D

CERTIFICATES OF INSURANCE

5671000.1

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## FTA CLAUSES AND CERTIFICATIONS

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### ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and  
Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

### CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities.

Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended,

42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements . The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### Clean Air Act

- (1) 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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

- (1) 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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

## **DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## **DOMESTIC PREFERENCES FOR PROCUREMENTS**

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

## **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## **FLY AMERICA**

a) Definitions. As used in this clause—

1. “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S. flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S. flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S. flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S. flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S. Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S. flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be 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 request which would cause a violation of the FTA terms and conditions.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PATENT RIGHTS AND RIGHTS IN DATA**

### Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have

either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royaltyfree, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be

required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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.

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

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.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize

available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115232 and 200.471.

## **PROMPT PAYMENT**

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## **RESTRICTIONS ON LOBBYING**

### **Conditions on use of funds.**

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

### **Certification and disclosure.**

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person

under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote onthejob seat belt use policies and programs for its employees and other personnel that operate companyowned vehicles, company rented vehicles, or personally operated vehicles. The terms “companyowned” and “companyleased” refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privatelyowned vehicle when on official business in connection with the work performed under this Contract.

## **SOLID WASTES (RECOVERED MATERIALS)**

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of singleuse plastic products. See Executive Order 14057, section 101, Policy.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents The State agrees to provide the information required under this provision in the following documents:

(1) applications for federal assistance,

(2) requests for proposals or solicitations,

(3) forms,

(4) notifications,

(5) press releases,

(6) other publications.

## **TERMINATION**

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or

flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work

shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royaltyfree, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly

submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **OTHER CONTRACT REQUIREMENTS**

### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

### **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

### **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

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## **GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a threeyear period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. 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,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is 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 the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a threeyear period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor:

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

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

# FEDERAL CERTIFICATIONS

## CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_  
that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Bidder/Company Name:  
\_\_\_\_\_

Type or print name:  
\_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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