

Request for Proposals
for
Mobility Programs Coordinator



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Attachment A – Mobility Programs Coordinator position

Attachment B – Professional Services Agreement (Sample ONLY)

I. Background

A. Area Profile

Lake County lies within the coastal range of mountains approximately 100 miles north of San Francisco and 35 miles east of the Pacific Ocean. It is bounded by Mendocino County on the west, Sonoma and Napa Counties to the south, and Yolo, Colusa and Glenn Counties on the east. State Highway 20 connects the area with both U.S. 101 and Interstate 5. The County's most prominent geographical feature is Clear Lake, which covers approximately five percent of the County's land area. The largest income producing industries are agriculture, tourism, and geothermal development located in the mountainous terrain in the southwestern portion of the county.

The 2010 Census estimated Lake County's population at 64,665. This includes a population of 44,662 within the unincorporated area of the County, 4,753 within the City of Lakeport, and 15,250 within the City of Clearlake. The population increases during the summer months with the influx of tourists as well as seasonal residents and employees. It is estimated that 20 to 25 percent of the existing houses in the County are second/vacation homes and are occupied for only a portion of the year. There are seven tribes in Lake County of which five have land and four have established casinos. Portions of Lake County include public lands managed by the Department of Forestry, Bureau of Land Management, State Parks Department and other agencies.

Lake Transit is the sole public transit agency providing fixed route service in the region and Dial-a-Ride service in the communities of Clearlake and Lakeport, with inter-regional service to neighboring Napa and Mendocino Counties. Lake Transit is the designated Consolidated Transportation Services Agency (CTSA) for Lake County.

B. Organization and Management

Transportation planning in Lake County is the responsibility of the Lake County/City Area Planning Council (APC), the designated Regional Transportation Planning Agency (RTPA). The Lake Transit Authority (LTA) is the sole public transit agency providing service in Lake County. Lake Transit Authority (LTA) is the designated Consolidated Transportation Services Agency (CTSA) for Lake County.

The Lake County/City Area Planning Council was established in June 1972 by a Joint Powers Agreement. Subsequently, it was designated by the Secretary of Transportation as the Regional Transportation Planning Agency for Lake County. The cooperative relationship between Caltrans and the Area Planning Council was formalized by a Memorandum of Understanding.

The member entities amended the Joint Powers Agreement in 1986 to change the membership of the Area Planning Council. It is now composed of eight (8) members, including two (2) members of the Lake County Board of Supervisors, two (2) City Council members from the City of Lakeport, two (2) City Council members from the City of Clearlake, and two (2) citizen members selected at large by the Board of Supervisors.

Lake Transit Authority (LTA), a joint powers public agency, was established in February 1996 to administer public transit services for the Lake County area. Lake Transit Authority is comprised

of the same members as the APC. Public meetings for both organizations are customarily held consecutively on the same day.

Two committees serve to advise the Area Planning Council. The Policy Advisory Committee (PAC) is composed of the members of the Area Planning Council itself, together with the District 1 Director of Transportation, or his/her representative, from the Caltrans Office in Eureka. The Technical Advisory Committee (TAC) is composed of the Director of Public Works of Lake County, the Planning Director of Lake County, the City Engineer for Lakeport, the City Planner for Lakeport, the City Engineer for Clearlake, the City Planner for Clearlake, the Commander of the Lake County Office of the Highway Patrol, and a transportation planner from the Caltrans District 1 Office. Many times committee members appoint representatives by proxy.

The Lake County/City Area Planning Council has an active Social Services Transportation Advisory Council (SSTAC). The SSTAC was established to meet the intent of Senate Bill 498 (1987). The SSTAC assists the Area Planning Council in the identification of transit needs that may be reasonable to meet by establishing or contracting for new public transportation services, or specialized transportation services, or by expanding existing services. Lake Transit is an active member of the SSTAC.

The Area Planning Council and the Lake Transit Authority encourage citizen participation in the planning and decision making process and therefore, hold public hearings whenever an important decision concerning transportation is imminent. In addition to these public hearings which are announced in the local newspapers, parties known to be interested in specific issues are invited to the Technical Advisory Committee, Area Planning Council, and Lake Transit Authority meetings, when appropriate.

The management structure of Lake Transit is a unique arrangement with the Transit Manager hired as an independent contractor. The Transit Manager contract is a continuously renewable agreement that has been awarded on a year-to-year basis since it was competitively procured in 1996. Paratransit Services, Inc. is the current operations contractor that operates the Dial-a-Ride and fixed routes services for Lake Transit.

Lake Transit Authority is also the designated Consolidated Transportation Services Agency (CTSA) for Lake County. As the CTSA, Lake Transit is responsible for coordination of public and social services transportation programs in Lake County. It is in this capacity that LTA is seeking to establish a Mobility Management program within Lake County.

II. Project Description

A. Project

The Mobility Programs Coordinator will be responsible for establishing a Mobility Management and Trip Brokerage program to coordinate and provide transportation services to targeted populations in Lake County, California. Lake Transit Authority, as the designated Consolidated Transportation Services Agency (CTSA) for Lake County, is coordinating the implementation of the program. The primary role of the Mobility Programs Coordinator is to develop and

implement the trip brokerage system in coordination with social service agencies, medical providers, private non-profit and for profit transportation providers, and the contractor operating the Lake Transit fixed-route and dial-a-ride services (currently Paratransit Services).

B. Purpose

The CTSA is seeking a qualified applicant to develop the Mobility Management and Trip Brokerage program. The goal of the Mobility Management and Trip Brokerage program is providing non-emergency medical transportation (NEMT) trips to people with disabilities, a critical need identified in both the Coordinated Plan and the Lake County NEMT Plan. Project objectives include: efficient use of available transportation resources, increased access to services for target populations, strong relationships with CTSA member agencies, and effective tracking and reporting of trips provided to measure performance. CTSA member agencies currently include People Services, Inc., Lake County Tribal Health Clinic, Live Oak Senior Center and Lucerne Alpine Senior Center). Additional CTSA member agencies and private sector providers (such as taxi operators) will be identified by the Mobility Manager to establish a broad network of transportation service providers, with a focus on organizations involved in providing and/or coordinating services to the target populations.

Operating funds have been obtained through federal grants to help fund the transportation services that will be coordinated by the Mobility Programs Coordinator to expand the transportation mobility options available to target populations. Transportation services will be provided in part by LTA as the CTSA in partnership with social services organizations and will include a combination of door-to-door shuttle, volunteer driver and extended Dial-a-Ride services with the goal of providing the most cost effective trip to meet the mobility needs of the customer.

III. Scope of Work

The contractor shall provide the services of a Mobility Programs Coordinator, subject to approval of LTA, who shall perform tasks as described in the Mobility Programs Coordinator job description (Attachment A).

IV. Proposal Requirements

Each proposal shall contain as a minimum:

A. Identification of Prospective Contractor

The proposal shall include the name of the individual or firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired.

B. Management

Contractor shall designate and provide the services of a full-time Mobility Programs Coordinator as described in EXHIBIT A - MOBILITY PROGRAMS COORDINATOR POSITION. The designated Mobility Programs Coordinator shall be subject to the approval of Lake Transit

Authority. The selected contractor shall not cause the substitution of the Mobility Programs Coordinator without prior approval of the Lake Transit Authority.

C. Resume

The prospective contractor shall provide a resume for the proposed Mobility Programs Coordinator. The contractor shall not cause substitution of the Mobility Programs Coordinator without prior approval of the Lake Transit Authority.

D. References

The prospective contractor shall provide names, addresses, and telephone numbers for at least three clients for whom the prospective contractor has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

E. Methodology

The prospective contractor shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed.

F. Schedule of Tasks

The proposal shall contain a detailed two-year schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall be consistent with the Mobility Programs Coordinator position summary (Attachment A).

G. Budget

\$66,000 per year is available for the Mobility Programs Coordinator position. The prospective contractor shall provide a firm-fixed monthly price rate and a detailed budget that supports this rate. The budget shall include the salary for the Mobility Programs Coordinator, fringe benefit costs, overhead costs, and direct costs (auto expenses, office expenses, and other direct costs.) The LTA will provide office space, desk, phone, internet and wi-fi services at the Lake Transit Authority operations center in Lower Lake, California. LTA will provide up to \$1,500 for training and conferences, and up to \$8,000 for local business related travel based on state mileage reimbursement rates. Expenses for marketing materials for the program will be paid by LTA. As discussed under sections *V. Contract Arrangements* and *VII. G. Funding*, this project is subject to state and federal rules and procedures regarding contracting.

H. Signature

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the contract.

V. **Contract Arrangements**

A. **Response Review**

Each response will be reviewed to determine if it meets the requirements contained in Section IV. Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal.

The Lake Transit Authority may reject any proposal if it is conditional, incomplete, or contains irregularities. The Lake Transit Authority may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the respondent from full compliance with the contract requirements if the proposer is awarded the contract.

B. **Response Evaluation**

An evaluation committee will evaluate those responses that meet the response requirements, and will determine whether interviews will be needed. Lake Transit Authority reserves the right to select a consultant based solely on written proposals. Evaluation will be based on proposer's understanding of work scope requirements (including knowledge of local conditions), responsiveness and comprehensiveness of the RFP response, qualifications, successful experience and performance with similar projects, and proposal contents and methodology. Evaluation will be based on the criteria shown below:

<u>Criterion</u>	<u>Weight</u>
1. Responsiveness and comprehensiveness of the RFP response	10%
2. Required qualifications	20%
3. General experience	20%
4. Education and training	20%
5. Experience relevant to tasks and duties	30%

C. **Contract Award**

A contract will be negotiated with the individual or firm determined in the evaluation process to be best suited to perform this project. The Lake Transit Authority is expected to award a contract by **October 31, 2014**.

If a contract cannot be negotiated with the individual or firm submitting the highest rated response which is in the best interests of the Lake Transit Authority, then staff shall commence the negotiation process with the individual or firm submitting the second highest rated response. The contract will include all State and/or Federal requirements that “flow down” from the grant. An example of language that may be included in a contract is attached as *Attachment B*.

VI. General Information

A. Proposal Submittal

Responses must be received by no later than **4:00 p.m. on October 24, 2014**. Five (5) copies of the response shall be furnished. Responses may be either mailed or hand delivered to:

Mark Wall, General Manager
Lake Transit Authority
Mark Wall Associates
1445 S. Silvervale Street
Visalia, CA 93277

B. Late Submittals

Responses received after the specified time will not be considered and will be returned, unopened, to the respondent.

C. Modification or Withdrawal of Responses

Any response received prior to the date and time specified above for receipt of responses may be withdrawn or modified by written request of the proposer. To be considered, however, the modified response must be received by the date and time specified above.

D. Schedule

The schedule of activities related to this contract is as follows:

<u>Activity</u>	<u>Date</u>
RFP Mail-out	<u>September 19, 2014</u>
<i>Written Question Submittal Deadline</i>	<u>October 14, 2014</u>
Proposal Submittal Deadline	<u>October 24, 2014</u>
Tentative Contract Award	<u>October 31, 2014</u>
Tentative Contract Effective Date	<u>November 3, 2014</u>

E. Property Rights

Responses received within the prescribed deadline become the property of the Lake Transit Authority and all rights to the contents therein become those of the Lake Transit Authority.

F. Amendments to Request for Proposals

The Lake Transit Authority reserves the right to amend the Request for Proposals by addendum prior to the final date of response submission.

G. Funding

Use of federal funds requires that federal rules and procedures associated with contracting be observed. Rules and procedures dictated by Caltrans regarding per diem rates, reimbursement levels for lodging, meals, and travel also apply to this project. Refer to section IV. G. Budget for funds available for this project.

H. Non-commitment of the Lake Transit Authority

This Request for Proposals does not commit the Lake Transit Authority to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The Lake Transit Authority reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of the agency to do so.

I. Public Domain

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

J. Questions

Questions regarding this Request for Proposals **MUST be submitted IN WRITING.** Written questions should include the individual's name, the name of the firm (if applicable), address, telephone number, and e-mail. Questions must be submitted by **Tuesday October 14, 2014 at 5:00 p.m.**

Questions should be directed to:

Mark Wall, General Manager
Lake Transit Authority
1445 S. Silvervale Street
Visalia, CA 93277
E-mail: mwaconsulting@comcast.net
Telephone (707) 263-7868

K. Affirmative Action

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the Area Planning Council.

L. Suspension and Debarment

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

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

By signing and submitting its bid or proposal, and this contract the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an

erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

M. **Protests**

Prior to Proposal Opening

Protests regarding any aspect of the attached materials and Lake Transit Authority selection procedures must be submitted in writing (via mail or fax only) to Mark Wall, General Manager, 1445 S. Silvertale Street, Visalia, CA 93277, or fax number (559) 734-2655, by 5:00 p.m., PDT, on October 6, 2014. The General Manager will respond to these protests by 5:00 p.m., PDT, on October 14, 2014 with an addendum to this RFP, by express mail, email/and or fax. This action completes the pre-opening administrative protest remedy at the Lake Transit Authority level.

Protests After Proposal Opening/Announcement of Award

Protests regarding the Lake Transit Authority proposed selection of CONTRACTOR after proposal opening and award announcement must be submitted in writing (via mail or fax only) to Mark Wall, General Manager, 1445 S. Silvertale Street, Visalia, CA 93277, or fax number (559) 734-2655, by 5:00 p.m., PDT, on October 27, 2014. The General Manager will respond to these protests by 5:00 p.m., PDT, on October 28, 2014 by e-mail or fax. This action completes the proposal opening/award announcement administrative protest remedy at the Lake Transit Authority level.

Under certain limited circumstances, and after the protestor has exhausted all administrative protest remedies made available to him at the Lake Transit Authority level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. The deadline for submitting protests to Caltrans prior to proposal opening is 3:00 p.m., PDT, October 16, 2014. The deadline for submitting protests to Caltrans after opening/announcement of award is 5:00 p.m., PDT, October 30, 2014.

1. Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
2. Violation of Lake Transit Authority protest procedures or failure of Lake Transit Authority to review a complaint or protest.

The protest filed with Caltrans shall:

1. Include the name and address of the protester.
2. Identify Lake Transit Authority as the party responsible for the RFP process.
3. Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by FTA regulations.)

4. Include a copy of the protest filed with Lake Transit Authority, and a copy of the Lake Transit Authority decision, if any.
5. Indicate the ruling or relief desired from Caltrans.

Such protests should be sent to:

California Department of Transportation
Division of Mass Transportation
PO Box 942874 - M.S. 39
Sacramento, CA 942874-0001

A copy of such protests should also be sent to the Lake Transit Authority General Manager at the address given above in paragraph "J".

RFP Attachment A

**Mobility Programs Coordinator position
with Lake Transit Authority (LTA) as the
Consolidated Transportation Services Agency (CTSA) for
Lake County, California**

Summary of the Mobility Programs Coordinator position:

Title	Mobility Manager
Location	Lake County, California. Office space, desk, internet wi-fi, phone service and RouteMatch software will be provided at Lake Transit Authority operations center in Lower Lake, California.
Purpose and goals	Develop and implement a trip brokerage program primarily for Non-Emergency Medical Transportation (NEMT) trips for residents of Lake County.
Timeframe of contract	Position begins on or after October 31, 2014 for a 24 month period. Funding has been secured for the first two (2) years of the position.
Compensation	\$66,000 / year. This is a contract position and does not include fringe benefits or health benefits.

BACKGROUND

Purpose and Goals of the Mobility Management and Trip Brokerage Program

This position will be responsible for establishing a Mobility Management and Trip Brokerage program to coordinate and provide transportation services to targeted populations in Lake County, California. Lake Transit Authority, as the designated Consolidated Transportation Services Agency (CTSA) for Lake County, is coordinating the implementation of the program. The primary role of the Mobility Programs Coordinator is to develop and implement the trip brokerage system in coordination with public, private for-profit and non-profit transportation providers, social service agencies, medical providers and the contractor operating the Lake Transit fixed-route and dial-a-ride services (currently Paratransit Services). The Mobility Programs Coordinator will work under general supervision of the Lake Transit Authority General Manager (as the CTSA Executive Director).

The goal of the Mobility Management and Trip Brokerage program is providing non-emergency medical transportation (NEMT) trips to people with disabilities, a critical need identified in both the Coordinated Plan and the Lake County NEMT Plan. Project objectives include: efficient use of available transportation resources, increased access to services for target populations, strong relationships with project partners, and effective tracking and reporting of trips provided to measure performance. Relationships are currently established with key project partners (People Services, Inc., Lake County Tribal Health Clinic, Live Oak Senior Center and Lucerne Alpine Senior Center). Additional project partners will be identified by the Mobility Programs

RFP Attachment A

Coordinator to establish a broad network of transportation service providers, with a focus on organizations involved in providing and/or coordinating services to the target populations.

Operating funds have been obtained through federal grants to help fund the transportation services that will be coordinated by the Mobility Program Coordinator to expand the transportation mobility options available to target populations. Transportation services will be provided in part by LTA as the CTSA in partnership with social services organizations and will include a combination of door-to-door shuttle, volunteer driver and extended Dial-a-Ride services with the goal of providing the most cost effective trip to meet the mobility needs of the customer.

Lake Transit is the sole public transit service in Lake County with inter-city service to Mendocino County (Ukiah) and Napa County (Calistoga and St. Helena). Dial-a-Ride services are provided in the City of Lakeport and the City of Clearlake. This project will help the targeted population obtain transportation services that meet their needs by using a range of transportation options including fixed route, Dial-a-Ride, shuttle service and volunteer driver services. The US Census estimates the 2013 population of Lake County at 63,860. In Lake County, 17.7% of the population is 65 years or older, and 21.96% of the population lives below the poverty level. According to data in the 2000 census, approximately 29% of the total population in Lake County is disabled, and for those 65 and older, the census indicates 45% are disabled.

Summary of Duties

In coordination with Lake Transit Authority (as the CTSA) and regional informal and formal transportation providers, this consultant position will be responsible for the development, coordination and promotion of transportation services in Lake County, primarily for non-emergency medical transportation. As the Mobility Programs Coordinator, this individual is responsible for developing an NEMT program, including a trip brokerage and call center, a volunteer driver reimbursement program, and a centralized transportation information and referral service that will assist customers with planning cost-effective and time-effective trips through various transportation providers. The Mobility Programs Coordinator will coordinate with potential transportation providers and assist in the procurement of transportation services, including the services of community organizations that provide human services transportation in Lake County, local taxi operators, and others. The Mobility Programs Coordinator will identify and procure resources to continue coordination efforts for the Mobility Management program. RouteMatch software currently used by Lake Transit Authority is available as part of the resources available to implement the trip brokerage system.

A key duty of the Mobility Programs Coordinator is working with key stakeholders to establish the trip brokerage and call center. Key stakeholders include: community organizations, veterans organizations, social service providers, medical service providers, private for profit transportation providers, public transit providers, senior centers and volunteer programs.

Primary Tasks and Duties:

RFP Attachment A

Task (#1): Develop MOU's and service agreements with project partners

- Identify project partners including transportation, social service and medical providers.
- Draft and finalize formal agreements with project partners.
- Work with existing informal and formal transportation providers to establish the roles and responsibilities for the mobility management trip brokerage and call center.

Task (#2): Develop and implement volunteer driver and “pay your pal” driver reimbursement program

- Coordinate with senior centers, veterans' organizations and other stakeholders.
- Develop procedures for the reimbursement program.
- Determine reimbursement rates.

Task (#3): Develop detailed operations plan for trip brokerage system

- Work with existing informal and formal transportation providers.
- Investigate coordination of vehicle maintenance, sharing of backup vehicles, and cost saving fueling options for project partners.

Task (#4): Develop educational and outreach materials and conduct outreach

- Design, produce and distribute outreach materials that explain the range of transportation services and assists users to choose the most appropriate, cost-effective, and time-effective transportation option to meet the customer's needs.
- Design outreach materials to allow for them to be incorporated into the Lake Transit website and project partners' websites.
- Provide community education and information for mobility training for individuals or groups.

Task (#5): Establish trip brokerage operational infrastructure

- Develop computer based trip assignment, scheduling, dispatch, and billing system. The full suite of RouteMatch software has been obtained for this project.
- Establish database and implement modules as needed.
- Coordinate with transit agency and project partners in the development of the operation infrastructure.
- Develop records system.

Task (#6): Conduct operations analysis, monitoring and compliance oversight in accordance with state and federal funding requirements.

- Track information needed for reporting and operational analysis.
- Conduct performance monitoring and reporting tasks

Task (#7): Coordination and communication with stakeholders

- Strengthen the network of human services providers that provide information about transportation options and directly provide transportation services in Lake County.
- Attend meetings, assist with recommendations to improve services and/or coordination with the Social Services Transportation Advisory Council (SSTAC) and the Lake Transit Authority, as the Consolidated Transportation Services Agency.

RFP Attachment A

- Organize and facilitate County-wide Mobility Management meeting(s) (at least annually) for those interested in transportation issues to update the vision for transportation coordination, assess progress towards goals, and identify success, challenges, and opportunities.

Task (#8): Identify and leverage additional program funding opportunities, coordinate with funding partners, and conduct financial and grant management tasks.

- Coordinate with stakeholders, organizations and agencies to identify and leverage funding resources.
- Applies for and administers grants.
- Collect and provide information as requested and required by funding sources and oversight agencies (Caltrans, FHWA, etc.)
- Assists in the development, implementation and oversight of agreements/contracts with program participants.

Desirable Qualifications

1. Bachelor's Degree in public administration, transportation planning, or a related field, plus a minimum of two years of progressively responsible experience, or
2. College course work in transportation planning, urban and regional planning, or a related field, plus a minimum of three years of progressively responsible experience, or
3. High school diploma plus a minimum of five years of progressively responsible experience in managing or administering the provision of human services or public transportation with responsibility for the required duties listed above.
4. Two years of experience performing outreach, education or public awareness activities for a public or community-based organization or project including experience in promotion and presentations to small and large groups.
5. Fluency in speaking, reading and writing Spanish language.

Required Qualifications:

-
- Knowledge of and ability to identify community needs and resources as they relate to transportation, human services programs and employment. Ability to plan and direct the work of others; excellent verbal and written communication skills;
- High degree of computer literacy, including competency in standard spreadsheet, database and word processing software, and geographic information system software, and familiarity with trip brokerage software such as RouteMatch which is used by Lake Transit Authority ;
- Ability to organize and perform tasks relating to principles and practices of rural transportation planning, scheduling, dispatching and technical analysis methods for rural transportation operations;
- Ability to analyze complex issues and present results in concise reports and presentations to local transportation providers & staff, LTA staff, the Social Services Transportation Advisory Council (SSTAC) and others;
- Interact effectively with members of the public, elected officials, Federal, State, and local agency representatives, LTA Committees, and community organizations;

RFP Attachment A

- Understanding of pertinent federal and State regulations, and a working familiarity with the most recent Federal transportation legislation and transportation planning requirements;
- This position requires an innovative and highly motivated person who is able to work independently. The position will be very interactive with the local and regional health and human service community and public sector.

Special Preferred Requirements

Possession of a current, valid California driver's license at the time of appointment, and maintenance of same throughout; reliable personal transportation.

LAKE TRANSIT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

MOBILITY PROGRAMS COORDINATOR

This Agreement is entered into on xxxxxx, 201x, by and between the Lake Transit Authority, hereinafter referred to as the "LTA", and (Consultant Name), hereinafter referred to as "Consultant."

RECITALS:

The LTA may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

The LTA is lead agency for Project Name in Lake County, hereinafter referred to as the "Project," funded by Funding Source from the State of California, hereinafter referred to as the "State." The LTA shall be responsible to State for the successful completion of this Project.

The LTA and Consultant agree as follows:

1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in Exhibit A, Consultant's proposal to xxxxxx and Exhibit B, the xxxxxx grant application with the scope of work and the project schedule used in the informal procurement process. Professional services described in Exhibits A and B may be refined or amended by agreement of the LTA and Consultant.

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

2. COMPENSATION

Compensation for services provided shall not exceed \$xx,xxx on a job completion basis. This shall include compensation for completing the tasks and products identified in Exhibits A and B. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve Consultant of responsibility to provide those tasks and products specified in the Exhibits.

The LTA shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on an hourly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit A.

3. INVOICES AND DISBURSEMENT

The LTA will pay Consultant no more than every thirty (30) days based on itemized invoices for work completed, including documentation of any direct costs. Costs shall be shown to reflect hourly billing rates for all staff. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices shall also include narrative of work completed as well as detailed receipts of any direct expenses. Consultant mark-up of direct expenses or of subcontractor invoices are not allowable, therefore LTA will not pay Consultant for any such increases to actual costs incurred. The LTA shall review invoices and may approve them for payment or adjust them after consultation with Consultant. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in Exhibits A and B. The LTA will make payments within 30 days of receipt of Consultant's invoices.

The LTA shall hold retainage of ten (10%) percent of each invoice. This retention shall be released to Consultant within 30-days after receiving final work products deemed satisfactorily completed by LTA.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

If the LTA substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both the LTA and Consultant.

4. REPORTS

Due dates and milestones are detailed in Exhibit A. Preparation of deliverable work products detailed in Exhibits A and B shall be in formats acceptable to the LTA. The LTA will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverables, until the final deliverables are accepted by the LTA.

5. SERVICES OF THE LAKE TRANSIT AUTHORITY

The LTA shall provide full information as to its requirements for performance of this Agreement, attached as Exhibit B.

The LTA shall provide program guidance and appropriate monitoring of work task performance under this Agreement. The LTA shall place at the disposal of Consultant all available information pertinent to the project.

The LTA will examine all studies, reports, or other submittals from Consultant and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

6. TERM OF AGREEMENT

The term of this Agreement shall be from xxxxxx, 201x through xxxxxx, 201x. Execution of this Agreement by the LTA shall constitute Consultant's authority to proceed immediately with the performance of the work described by Exhibits A and B, provided that evidence of insurance has been received by the LTA as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of the LTA by xxxxxx, 201x. Extensions of the above term may be made only upon written authorization by the LTA.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

LTA, Consultant and all subcontractors shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by LTA upon request, at no cost to State.

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of the LTA and State.

Consultant is advised that, according to Government Code Section 7550, which states in part that *“Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.”*

9. TERMINATION

At any time the LTA may suspend indefinitely or abandon the project, or any part thereof, and may require Consultant to suspend the performance of its services. In the event the LTA abandons or suspends the project, Consultant shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should the LTA determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of the LTA, Consultant fails to perform or provide prompt, efficient and thorough service, or if Consultant fails to complete the work within the time limits provided, the LTA shall have the right to give notice in writing to Consultant of its intention to terminate this Agreement. The notice shall be delivered to Consultant at least seven (7) days prior to the date of termination specified in the notice. Upon such termination the LTA shall have the right to take Consultant's studies, and reports insofar as they are complete and acceptable to the LTA and pay Consultant for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount

of damages, general or consequential, if any, sustained by the LTA due to the breach of this Agreement by Consultant. Said termination of the Agreement shall not relieve Consultant of its liability to the LTA for any damages, general or consequential, which the LTA may sustain as a result of Consultant's failure to satisfactorily perform its obligations under this Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless the LTA and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of Consultant, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where Consultant is found to have caused the injury, damage, or loss only in part, Consultant shall hold the LTA harmless only to the extent Consultant caused the injury, damage, or loss. The LTA agrees to timely notify Consultant of any such negligence claim and to cooperate with Consultant to allow Consultant to defend such a claim.

The LTA shall indemnify and hold harmless Consultant, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between Consultant and the LTA and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of the LTA or its contractors or their respective employees, officers and agents.

The LTA agrees to the full extent permitted by law, to indemnify, defend, and hold harmless Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to the LTA for the LTA's protection, its elected or appointed officials, employees and volunteers, Consultant and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by Consultant, by another independent contractor, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to the LTA Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000
Each Occurrence and Vehicle/Property Damage - \$250,000
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the LTA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by the LTA. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Consultant for liability in excess of such coverage, nor shall it preclude the LTA from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, the Consultant shall furnish to the LTA satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

The Consultant shall sign and file with the LTA a Workers Compensation Certificate prior to performing any work. Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

The LTA relies upon the professional ability and stated experience of Consultant as a material inducement to entering into this Agreement. Consultant understands the use to which the LTA will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination Clause. a.) In the performance of work under this Agreement, LTA, Consultant and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b.) LTA, Consultant and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LTA, Consultant and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full. c.) LTA, Consultant and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement. d.) LTA, Consultant and its sub-consultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. LTA, Consultant and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Lake Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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 from the Lake Transit Authority.

Title VI of the Civil Rights Act of 1964. The consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. LTA, Consultant and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. LTA, Consultant and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by LTA upon request, at no cost to State.

LTA, Consultant and its sub-contractors shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

Access to Records and Reports

The Consultant agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fly America Requirements - The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as

defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation - The Consultant 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.

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

No Obligation by the Federal Government - The LTA and Consultant 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 LTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts - The Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant 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.

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

Termination

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

Breaches and Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Transit Manager of Lake Transit Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Transit Manager of Lake Transit Authority. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Manager shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Lake Transit Authority, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Lobbying

The undersigned Consultant certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of

1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Consultant's Authorized Official

_____ Name and Title of Consultant's Authorized Official

_____ Date

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

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any LTA request which would cause LTA to be in violation of the FTA terms and conditions.

Clean Water

Clean Water - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air

Clean Air - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. COMPLIANCE

Consultant, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Lake.

15. INDEPENDENT CONSULTANT

Both the LTA and Consultant agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. The LTA shall compensate Consultant by payment of the gross amounts due to Consultant, and Consultant shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

16. FINANCIAL INTEREST

The Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

17. SUCCESSOR AND ASSIGNMENTS

The LTA and Consultant each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither the LTA nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, Consultant reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of Consultant, the surviving member or members shall complete the professional services covered by this Agreement.

18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, or when personally delivered as follows:

Mark Wall, General Manager
Lake Transit Authority
1445 S. Silvervale St.
Visalia, CA 93277

19. VENUE

The venue for this agreement shall be Lake County, California.

20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

Mark Wall, General Manager
Lake Transit Authority

Consultant Name, Position
Firm Name, LLC

Federal ID No.: _____