City of Santa Maria

REQUEST FOR PROPOSALS

Advertising
For
Santa Maria Area Transit

ISSUING OFFICE: City of Santa Maria
Public Works Department
110 S. Pine Street, Ste. 221
Santa Maria, CA 93458

REFER TO SCHEDULE AT SECTION 1.1.4 (Page 6)
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PUBLIC NOTICE

REQUEST FOR PROPOSALS

FOR THE ADVERTISING OF THE SANTA MARIA AREA TRANSIT

The City of Santa Maria (SMAT) located on the central coast of California in Santa Barbara County, invites proposals for the advertising of the transit services provided by the City’s Transit Division.

For the purposes of this Request for Proposals, the title SMAT and City are used interchangeably.

Proposers may obtain copies of the request for proposals from:

   City of Santa Maria
   Public Works Department
   110 S. Pine Street, Suite 101 (USPS) or Suite 221 (FedEX or UPS)
   Santa Maria, CA 93458

For additional information, please contact Austin O’Dell at (805) 925-0951, Ext. 2225.

SMAT seeks proposals from qualified firms with strong experience in all aspects of advertising for the City’s Transit Division. All prospective proposers are requested to attend a pre-proposal meeting to be held on February 26, 2019 at 10:00 a.m., PST, at the City of Santa Maria, Moon Room, 110 South Pine Street, Santa Maria, California.

All proposals must be received by SMAT, City of Santa Maria, Austin O’Dell, Transit Services Manager, 110 South Pine Street, Suite 101 (USPS) OR Suite 221 (Fed Ex & UPS), Santa Maria, CA 93458 no later than 4:00 p.m., THURSDAY, APRIL 18, 2019. NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE. PROPOSAL WILL REMAIN SEALED AND UOPENED UNTIL THE NEXT BUSINESS DAY. PROPOSALS WILL NOT BE PUBLICLY OPENED.

Proposing firms must not be on the Comptroller General’s list of ineligible bidders. The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request for Proposals and will not be subjected to discrimination on the basis of race, color, sex, or national origin in consideration for an award.

All correspondence shall be in writing and directed to:
   Austin O’Dell, Transit Services Manager
   Santa Maria Area Transit
   110 S. Pine Street, Suite 101 (USPS) or Suite 221 (FedEx & UPS)
   Santa Maria, CA 93458
**PROPOSERS CHECK LIST**

**Instructions.** Each proposal submitted shall include the items listed below. The following list is for convenience **ONLY**. Proposers are entirely responsible for the submission of a properly executed proposal, and should carefully read the entire specification package in order to be fully aware of all requirements. Failure to comply in all respects may result in rejection of a proposal as non-responsive.

<table>
<thead>
<tr>
<th>SUBMITTED</th>
<th>PROPOSER’S CHECK LIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>Organization Information</td>
</tr>
<tr>
<td>NO</td>
<td>Background, References, and Similar Projects</td>
</tr>
<tr>
<td>YES</td>
<td>Personnel</td>
</tr>
<tr>
<td>YES</td>
<td>Statement of Qualifications</td>
</tr>
<tr>
<td>YES</td>
<td>Performance Monitoring and Quality control Program</td>
</tr>
<tr>
<td>YES</td>
<td>Work and Implementation Plan</td>
</tr>
<tr>
<td>YES</td>
<td>Standard Operating Plans, Programs, and Procedures</td>
</tr>
<tr>
<td>YES</td>
<td>Project Schedule</td>
</tr>
<tr>
<td>YES</td>
<td>Campaign Schedule</td>
</tr>
<tr>
<td>YES</td>
<td>Transit and Advertising Experience</td>
</tr>
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<td>YES</td>
<td>Description of Innovative Service Delivery Experience</td>
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<tr>
<td>YES</td>
<td>Signaturey Authority</td>
</tr>
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<td>YES</td>
<td>Insurance Coverage</td>
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<tr>
<td>YES</td>
<td>Insurance Certificate</td>
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<td>YES</td>
<td>Financial Statements</td>
</tr>
<tr>
<td>YES</td>
<td>Discussion on Harassment Prevention</td>
</tr>
<tr>
<td>YES</td>
<td>Discussion on Professional Conduct</td>
</tr>
<tr>
<td>YES</td>
<td>Discussion on Upholding City of Santa Maria’s Ethic Policy</td>
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<td>YES</td>
<td>Certification 2.1-Certification of Non-Collusion</td>
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<td>YES</td>
<td>Certification 2.2-Certification of Eligibility</td>
</tr>
<tr>
<td>YES</td>
<td>Certification 2.3.1-Drug Free Work Place</td>
</tr>
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<td>YES</td>
<td>Certification 2.4-Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters.</td>
</tr>
<tr>
<td>YES</td>
<td>Certification 2.5-Certification of Restrictions on Lobbying</td>
</tr>
<tr>
<td>YES</td>
<td>Certification 2.6-Certification Concerning Control of Contractor’s Employee</td>
</tr>
<tr>
<td>YES</td>
<td>Certification 2.7-Affidavit Concerning Conflicts of Interest and Non-Competitive Practices</td>
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<td>YES</td>
<td>Certification 2.9-Documentation per Section 1.6.9</td>
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<td>SUBMITTED</td>
<td>PROPOSER'S CHECK LIST</td>
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<tr>
<td>-----------</td>
<td>-----------------------</td>
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<tr>
<td>YES</td>
<td>Form 1.1- Pricing</td>
</tr>
<tr>
<td>NO</td>
<td>Form 1.2- Proposed Staffing</td>
</tr>
<tr>
<td></td>
<td>Form 4- Addenda Receipt</td>
</tr>
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</table>
SECTION 1 - INSTRUCTIONS AND CONDITIONS
SECTION 1 – INSTRUCTIONS AND CONDITIONS

1.1 Purpose, Objectives, and Work Statement

1.1.1 Purpose
City of Santa Maria, a municipal government entity, (referred as “City” hereinafter), located on the central coast of California, provides SANTA MARIA AREA TRANSIT (referred as “SMAT” hereinafter), a public bus fixed route service, demand response services (complementary paratransit service), in the city limits, Orcutt (unincorporated), and unincorporated areas in SMAT’s service area (Refer to Section 4 of the RFP). The City also provides an intercity service the Breeze, consisting of two routes. Route 100 provides intercity service between the City of Santa Maria, Vandenberg Air Force Base, and the City of Lompoc. Route 200 provides intercity service from City of Santa Maria to Los Alamos, City of Buellton, and City of Solvang. Both Route 100 and Route 200 operate under two separate Memorandum of Understandings (MOUs), which have their own set of stakeholders. For the purposes of this RFP, the terms SMAT and City are used interchangeably. The City provides all rolling stock, maintenance and administrative facilities, and Contracts for operation and maintenance of the transit system. The successful Contractor will be responsible for all aspects of preparation of the SRTP, including, but not limited to: field studies, data collection, surveys, outreach, technical/progress documents, draft documents, and final document. The successful Contractor must also own, lease, or be responsible for securing all necessary equipment to perform duties not supplied by the City.

1.1.2 Objectives
The primary goal of this solicitation is to secure services with a qualified and experienced firm to provide advertising services that generate revenue for the City’s Transit Division. The Transit Division provides fixed route and demand response services in the Santa Maria Valley, extending to Lompoc, Buellton, and Solvang.

1.1.3 Work Statement
Subject only to the general policies and direction of the City Council with regard to this RFP, , Contractor shall, upon receiving the City’s notice to proceed, do all things necessary perform the requirements set forth in the Scope of Work in Section 3.

1.1.4 Schedule
The tentative procurement schedule is illustrated below:
1.2 Existing Conditions

1.2.1 General Description
The City of Santa Maria has operated SMAT since 1976. Since its inception, SMAT’S ridership has increased from approximately 200,000 in 1974 to 846,500 in 2016. SMAT serves employees and students from Alan Hancock College, working residents, seniors, persons with disabilities, and passengers from connecting regional services (e.g. SMAT, Central Coast Area Transit, Greyhound, and Amtrak).

SMAT also provides a peak period and non-peak period service schedule that corresponds to the university academic calendar (Refer to schedule at https://www.cityofsantamaria.org/city-government/departments/public-works-services/public-transit-services-2499. SMAT operates a duel hub system with ten fixed routes and two season trolley shuttle services. The City also provides one driver for the Cuyama Transit, which operates twice a week. The County of Santa Barbara provides fuel, maintenance, one revenue and one non-revenue vehicle for this service, and dispatching.

The primary hub is located in downtown Santa Maria, and the secondary hub is located at McCoy at South Broadway. The Contractor staffs the downtown transit center on weekdays from 8:00 a.m. to 10:00 a.m. and 2:00 p.m. to 4:00 p.m. SMAT is responsible for provision of the local public transit service, and complementary paratransit service. The City also administers an intercity service (hereinafter referred as the “Breeze”) providing connecting service from Santa Maria, Lompoc, and Vandenberg Air Force Base. The Breeze is funded by a partnership consisting of

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Request for Proposals (RFP)</td>
<td>February 14, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Conference (10:00 a.m. PST)</td>
<td>Tuesday, February 26, 2019</td>
</tr>
<tr>
<td>Submit Questions &amp; Clarifications (4:00 p.m. PST)</td>
<td>Thursday, March 7, 2019</td>
</tr>
<tr>
<td>Proposals Due (4:00 p.m. PST)</td>
<td>Thursday, April 18, 2019</td>
</tr>
<tr>
<td>Pre-Award Screening and Evaluation</td>
<td>April 19 – April 29, 2019</td>
</tr>
<tr>
<td>Interview with Selected Contractors</td>
<td>May 2019</td>
</tr>
<tr>
<td>City Council Award Contract</td>
<td>June 2019</td>
</tr>
<tr>
<td>Execute Agreement with Selected Contractor</td>
<td>June 2019</td>
</tr>
<tr>
<td>Pre-Start Up Meeting with Selected Contractor</td>
<td>June 2019</td>
</tr>
<tr>
<td>Contractor Starts Service</td>
<td>July 2019</td>
</tr>
</tbody>
</table>
Santa Maria, Lompoc, and Santa Barbara County. The City’s fixed route services can be characterized as illustrated in Table 1.

### 1.2.2 Vehicle Fleet

SMAT’S fleet consists of seven (7) intercity buses, ten (10) demand response vehicles, and 22 twenty-two (22) fixed route buses. SMAT will be receiving delivery of four (4) new accessible transit buses in FY 2018. SMAT fleet is as follows:

<table>
<thead>
<tr>
<th>Mfr</th>
<th>Year</th>
<th>Size</th>
<th>Seats</th>
<th>Fuel</th>
<th>Service</th>
<th>Total Life Miles</th>
<th># of Vehicles</th>
<th>Footnote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gillig</td>
<td>2004</td>
<td>35</td>
<td>32</td>
<td>D</td>
<td>Local</td>
<td>1,388,919</td>
<td>3</td>
<td>1</td>
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<tr>
<td>Optima</td>
<td>2005</td>
<td>29</td>
<td>23</td>
<td>D</td>
<td>Intercity</td>
<td>939,013</td>
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<td>2</td>
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<tr>
<td>Gillig</td>
<td>2008</td>
<td>40</td>
<td>41</td>
<td>D</td>
<td>Local</td>
<td>123,825</td>
<td>3</td>
<td></td>
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<tr>
<td>Starcraft</td>
<td>2008</td>
<td>25</td>
<td>14</td>
<td>G</td>
<td>Intercity</td>
<td>377,717</td>
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<td>Starcraft</td>
<td>2008</td>
<td>25</td>
<td>14</td>
<td>D</td>
<td>ADA</td>
<td>340,814</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Gillig</td>
<td>2009</td>
<td>40</td>
<td>41</td>
<td>D</td>
<td>Local</td>
<td>1,101,907</td>
<td>3</td>
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<tr>
<td>Gillig-BRT</td>
<td>2010</td>
<td>40</td>
<td>39</td>
<td>D</td>
<td>Intercity</td>
<td>342,594</td>
<td>1</td>
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<tr>
<td>Starcraft</td>
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<td>25</td>
<td>22</td>
<td>G</td>
<td>ADA</td>
<td>986,646</td>
<td>7</td>
<td>1</td>
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<tr>
<td>Gillig</td>
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<td>40</td>
<td>41</td>
<td>D</td>
<td>Local</td>
<td>542,509</td>
<td>2</td>
<td></td>
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<tr>
<td>Starcraft</td>
<td>2013</td>
<td>25</td>
<td>22</td>
<td>G</td>
<td>ADA</td>
<td>293,498</td>
<td>2</td>
<td></td>
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<td>Gillig-BRT</td>
<td>2014</td>
<td>40</td>
<td>41</td>
<td>D</td>
<td>Intercity</td>
<td>198,986</td>
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<tr>
<td>Gillig</td>
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<td>40</td>
<td>41</td>
<td>D</td>
<td>Local</td>
<td>1,720,806</td>
<td>9</td>
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<tr>
<td>Hometown Trolley</td>
<td>2014</td>
<td>35</td>
<td>26</td>
<td>G</td>
<td>Local</td>
<td>20,180</td>
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<td>2</td>
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<tr>
<td>Starcraft</td>
<td>2015</td>
<td>25</td>
<td>18</td>
<td>G</td>
<td>Intercity</td>
<td>138,806</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Starcraft</td>
<td>2017</td>
<td>25</td>
<td>18</td>
<td>G</td>
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<tr>
<td>Gillig-BRT</td>
<td>2017</td>
<td>40</td>
<td>41</td>
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<td>8,949</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Gillig</td>
<td>2018</td>
<td>35</td>
<td>TBD</td>
<td>D</td>
<td>Local</td>
<td>-</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Gillig</td>
<td>2018</td>
<td>30</td>
<td>TBD</td>
<td>D</td>
<td>Local</td>
<td>-</td>
<td>1</td>
<td>3</td>
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</tbody>
</table>

| TOTAL Less Decommission | 53 |
|ADJUSTED TOTAL | -14 |

### 1.2.3 Facility

SMAT’S current Bus Operations and Maintenance Facility is located at 1303 Fairway Drive, Santa Maria, California. This facility was constructed in 2003. This facility is composed of operations offices, maintenance bays, bus washing area, bus staging, and parking. Dispatching is performed in the operations offices.
1.2.4 Fueling
The Bus Operations and Maintenance Facility does not have a fueling island. The City supplies fuel for the revenue and city-owned support vehicles for the Operation and Maintenance Contractor at the Public Works Corporation Yard, and compressed natural gas (slow fill) at the bus yard.

1.2.5 Complementary Paratransit Service and Special Health Service
City operates complementary paratransit service to satisfy the requirements of the Americans with Disabilities Act of 1990 (49 CFR Part 37).

1.2.6 Service Stops and Passenger Shelters
The SMAT service is comprised of about 250 service stops. All service stops are designated stops with signs and poles. SMAT does not recognize flag stops.

1.2.7 SMAT Revenue in FY 2017/18

<table>
<thead>
<tr>
<th></th>
<th>SMAT</th>
<th>Trolley</th>
<th>ADA</th>
<th>Cuyama</th>
<th>Breeze</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fares &amp; Ticket Sales</td>
<td>665,807</td>
<td>7,366</td>
<td>15,155</td>
<td>3,047</td>
<td>91,151</td>
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<tr>
<td>Advertising</td>
<td>10,240</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Transit Revenue</td>
<td>676,047</td>
<td>7,366</td>
<td>15,155</td>
<td>3,047</td>
<td>91,151</td>
</tr>
</tbody>
</table>

* Numbers are based on Eden Reports for Fiscal Year 2017-2018
1.2.8 **City of Santa Maria**
The City utilizes a City Manager form of organization. The City Manager manages directors of the major functions of the City. The City Manager reports to the City Council, which is comprised of four elected City Council members and one elected Mayor. Five Directors report to the City Manager. The Transit Division resides in the Department of Public Works. Please refer to the organization chart in Figure 1.

1.2.9 **Communications**
SMAT is currently outfitted with Analog Motorola Radius CM 200 mobile and CP 200 portable radios that operate on a single UHF channel; all radio traffic is monitored at the SMAT dispatch center via a conventional desktop base station.

The City is currently in the final implementation phase of a new 700MHz Trunk Digital TDMA Shared Radio System that will provide the required voice radio communication’s interoperability and operability to all public safety, transit, and all other departments. The radio system will be augmented with a WAVE Solutions Cellular Push-to-Talk Broadband System to allow for continuous voice and data communication coverage outside the operational boundaries of the City’s 700MHz Radio System.

SMAT will operate on the new 700MHz Radio System with Motorola APX 4500 mobile radios and APX 400 portable radios and 2 MCC7500 IP-based radio dispatch consoles with direct console-to-console connectivity with the Santa Maria Police Department’s
Dispatch Center’s MCC7500 IP-based dispatch consoles to facilitate emergency response for SMAT buses and personnel.

Motorola will provide all required system’s Fixed Network Equipment, inclusive of all required hardware, software, and all other related ancillary equipment.

Contractor will be required to provide computer hardware, network, software, and other related equipment. Contractor shall be required to provide and pay phone and broadband internet and wireless services at the facility.

1.2.10 Transit Center
The Downtown Transit Center facilitates transfers for SMAT’s local service, regional services, and intercommunity services. Contractor staffs the ticket office on weekdays from 8:00 a.m. to 10:00 a.m., and 2:00 p.m. to 4:00 p.m. Greyhound Line sells tickets for their intercommunity services outside these hours.

1.3 General Scope of Work
SMAT is soliciting proposals from qualified professional firms to provide marketing services provided by City’s Transit Division. under the direction of the City of Santa Maria Transit Services Manager and/or his designee. The Contractor will provide all staff and services associated with operating this contract as described in detail in Section 3 of this RFP.

1.3.1 Insurance
Contractor shall maintain appropriate insurance coverage and documentation. For specific requirements, refer to Section 2, Paragraph 13 of the Draft Agreement.

1.4 General Equipment Requirements

1.5 Conditions

1.5.1 Single Contractor Requirements
SMAT desires to contract with one independent Contractor. Consortiaums and subcontracting are not acceptable. Nor shall the Contractor assign or transfer any portion of this contract to an agent or third party without the consent of the Transit Services Manager. Contractor shall submit only one proposal. Firms submitting more than one proposal may result in the rejection of the second and/or all proposals submitted by their respective firm.

1.5.2 Adherence to Proposal Form
All proposals are to be prepared in strict conformity with these instructions and submitted on the forms requested. Unacceptable
conditions, limitations, provisos, or failure to respond to specific instructions or information requested in the RFP may result in rejection of the proposal. City also reserves the right to: 1) accept any proposals; 2) reject any or all proposals; 3) negotiate with all Proposers whose proposals are considered to be within the "competitive range"; 4) reject proposals which are not considered to be within the competitive range, or which show evidence of poor past performance, or which have major deviations from City's specifications; 5) accept a proposal which has only minor deviations; 6) postpone the proposal due date and/or and cancel the solicitation; or 7) to contract on such basis as it deems to be in its best interest of City.

1.5.3 Term and Compensation
Term of contract is three (3) years and will commence when notified to proceed. The City may exercise up to seven (7) one year options, one year at a time by amendment.

The City shall be guarantee a minimum annual advertising revenue for each year of the agreement. Contract shall propose their guarantee in Form 1.

1.5.4 Project Coordination and Key Personnel
The selected firm (hereinafter referred to as “Consultant”) will report to the Transit Manager.

1.5.5 Qualifications
Respondents to this Request for Proposal should possess the qualifications listed below as a minimum:

1.Prior experience with marketing and advertising on public buses.
2. Effective internal management with standard practices for assuring quality control, and meeting deadlines.
3. Ability to communicate effectively with City and City’s operation/maintenance contractor, transit staff, business community, and the public.
4. Ability to develop and present comprehensive marketing and advertising programs for local fixed route and intercity services.
5. Ability to design and produce surveys, brochures flyers, ads and newsletters.
6. Ability to coordinate marketing and advertising for TV, radio, and newspaper and sell advertising spots.
7. Demonstrate effective internal management with standard practices for assuring quality control, and meeting deadlines.
8. Ability to communicate effectively with elected officials, staff from multiple public jurisdictions, business community, and the public.
1.5.3 **Required Submittal**

Proposers are required to submit six (6) copies of the proposal and an electronic copy on a USB Thumb drive to:

City of Santa Maria  
Public Works Department/SMAT  
110 S. Pine Street, Suite. 101 (USPS)  
110 S. Pine Street, Suite. 221 (Delivery)  
Santa Maria, CA 93458

**NOTE:** All signatures received by City associated to this RFP and Contract shall be in **BLUE INK** on original submittal, forms, certifications, communications, and associated documents and correspondence.

1.5.4 **Required Contents**

1.5.4.1 **Organization Information**

Proposers shall include a description of the following: firm's organizational structure, experience, history, legal status (i.e., partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers and management philosophy. Particular attention to management philosophy is very important. For example, how will the Contractor will manage their staff and system, and interaction with the general public transit stakeholders, and SMAT staff? What is the Contractors work load? What are the Contractor’s projects with a 75 mile radius of Santa Maria?

1.5.4.2 **Background, References, and Similar Projects**

List all of the contract services of similar operation that your firm has provided during the preceding five years, including the name of the agency, company or entity, contact person and phone number.

1.5.4.3 **Personnel**

Submit the qualifications, background and availability of key management personnel. Describe Proposer's approach and philosophy to minimize employee turnover and to maintain a stable work force. Describe any other management personnel and supervisory positions, including an organization chart that will participate in the performance of this contract.

Describe Proposers hiring policies and procedures.

1.5.4.4 **Revenue Estimate**

Contractor shall propose a guaranteed revenue per month and a percentage of the gross revenue. The City shall receive whatever is higher from Tier 1 or from Tier 2 in Form 1 in Section
3.

1.5.4.5 Performance Monitoring and Quality Control Program
Submit a task summary indicating how the consultant plans to perform the project is required. Completion of work shall be on time and according to the project schedule. The schedule should provide specific milestones for the project. In addition, the Contractor shall submit a Quality Control Program describing how your firm intends to meet the requirements.

1.5.4.6 Work and Implementation Plan and Project Schedule
Submit a Detailed Work Plan describing how your firm intends to provide the services Paragraph 1.3.

Describe the technical approach to be taken for the work required. Provide a clear explanation of how the work will be organized, including a block diagram showing the name of the committed team members, how they will interact, and the intended level of involvement for each team member. The Work Plan shall include a schedule of deliverables. The firm’s qualifications, including a resume of the firm(s) experience on related or similar projects shall be included, and names and telephone numbers of client references. Brief resumes of experience of key personnel should be included in the proposal. If subcontractors, joint ventures or both are contemplated, identify and describe the entire team, including qualifications, experience and references and specifically identify the intended lead of prime contractor.

Submit a detailed transition plan and schedule to assume the operation of the system. This should include all activities necessary for the smooth operation of the transit services.

1.5.4.7 Insurance Coverage
Provide a statement indicating insurance coverage by type and dollar amount and loss history for a five (5) year period.

1.5.4.8 Performance Security and Insurance Certificate
Not required for this solicitation.

1.5.4.9 RFP Addenda
Any changes to the Request for Proposals (RFP) requirements will be made by addenda. ALL ADDENDA SHALL BE SIGNED AND ATTACHED TO THE RESPECTIVE PROPOSAL FORM. Failure to attach any addenda and a complete Form 2 in Section 5 shall cause
the proposal to be considered non-responsive. Such proposals may be rejected.

1.5.4.10 Financial Statements and Status
Last three (3) years audited financial statements. Failure to include financial statements may result in rejection of proposal.

1.5.4.11 Business Tax Certificate
Contractor shall possess, at its own expense, a valid and current City of Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transit in the City of Santa Maria. Contact the City of Santa Maria at 805-925-0951, ext. 2422 for additional information.

1.5.4.12 Signature Authority
Proposals shall be signed by an officer authorized to bind the proposer and shall contain a statement to the effect that the proposal constitutes a firm offer for at least (90) days from the last day of receipt of proposals set forth herein.

1.5.4.13 Required Forms and Certifications
Submit all required forms and certifications in Sections 5 and 6.

1.5.4.14 City of Santa Maria Mission Statement
Proposer shall describe how it will incorporate the City’s Mission Statement and Organization Values into its organization culture in the City of Santa Maria project. Proposer shall also describe how it will incorporate the City’s Mission Statement and Organization Value into its training for every employee, and provide periodic training. Proposer shall also describe how it will hold every employee to the City’s standard of service and conduct.

1.5.4.15 Harassment
Proposer shall detail its harassment policy, which includes harassment, sexual harassment, hostile work place, and retaliation. Proposer shall demonstrate how its policy meets or exceeds the City’s policy. Proposer shall also describe its ongoing training for all employees. Refer to Appendix 6

1.5.4.16 Professional Conduct
Proposer shall detail how it requires its employees to maintain the highest professionalism while employed by the contractor; on and off work hours such as: customer service, demeanor with customers, fraternizing with customers, social media, etc. City expects highest degree of professionalism of all employees.
1.5.4.17 Ethics
Public Transportation employees are in a position of public trust and have an obligation to do their jobs well in the spirit of public service. Proposers shall describe how their employee will conduct themselves in an ethical manner, both on and off the job, and in a manner that does not present the appearance of a conflict of interest. Proposer shall also discuss consequences for poor conduct. Refer to Appendix 8.

1.5.5 Award
SMAT reserves the right to withdraw this RFP at any time without notice. Further, SMAT makes no representation that any agreement will be awarded to any Proposer responding to this RFP.

1.5.6 Pre-Contractual Expenses
Pre-contractual expenses are defined as expenses incurred by Proposers and selected Contractor in:

a. Preparing proposal in response to this RFP
b. Submitting proposal to SMAT
c. Negotiations with SMAT on any matter related to proposal
d. Other expenses incurred by Contractor or Proposer prior to date of service implementation for the agreement period.

In any event, SMAT shall not be liable for any pre-contractual expenses incurred by any Proposer or selected Contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. SMAT shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP.

1.5.7 Verbal Agreement or Conversation
No prior, current, or post award verbal agreement(s) with any officer, agent or employee of SMAT shall affect or modify any terms or obligations of this RFP or any contract resulting from this procurement.

1.5.8 Special Funding Considerations
Any contract resulting from this RFP will be financed primarily with funds available under Articles 4.0 of the California Transportation Development Act (TDA), Federal Transit Administration Section 5307, and other federal sources. The contract for this service is contingent upon the receipt of these funds. In the event that
funding from this source is eliminated or decreased, SMAT reserves the right to terminate any contract or modify it accordingly.

1.5.9 Alternatives and Exceptions
Proposers may not submit alternative proposals other than provided for in this RFP, or take exception or make alterations to any requirements of the RFP. If more than one complete proposal is received from one organization or alterations made thereto, all proposals from that organization will be rejected as non-responsive. Since SMAT desires to enter into one contract to provide all services, only those proposals to provide all services will be considered responsive.

1.5.10 Non-Exclusivity of Contract
It shall, not be construed that any contract to be awarded hereby is, or shall be, the sole or exclusive contract for transit service into which SMAT may enter. The Contractor has no exclusive rights granted per this contract.

1.5.11 Withdrawal of Proposals
Any prospective Contractor may withdraw a submitted proposal by a written request to the Point of Contact prior to one (1) day of the submission deadline. No proposal may be withdrawn after the submission date as specified in the public notice.

1.5.12 Issuing Office and Point of Contact
The issuing office of this RFP is:
City of Santa Maria
Public Works Department/SMAT
110 S. Pine Street, Suite 101 (USPS) or Suite 221 (FedEx or UPS)
Santa Maria, CA 93458

The point of contact is Austin O'Dell, Transit Services Manager.

NOTE: Please address questions and request for clarification in writing by time and date indicated in Section 1.1.4. Any verbal communication and/or conversation shall not be deemed official and shall not be considered. Any question or request for clarification received after this deadline shall be return unopened to proposal and shall not be considered.

1.5.13 Contract
Sample agreement is provided in Section 2 of the procurement document.
1.5.14 Proposal Due Date
All proposals must be received by SMAT as indicated in the schedule in Section 1.1.4 in accordance to the instructions and conditions of the request for proposals. No proposals will be accepted after this time and date.

1.5.15 Disclosure of Ownership
All proposals and related information submitted by any Contractor, including the selected Contractor to SMAT, will become the property of SMAT. None of the material submitted will be returned to any Contractor.

1.5.16 Public Contract Code Section 10162 Questionnaire
The Contractor has completed and submitted the questionnaire with the proposal (Refer to Certification 2.8).

1.6 Required Federal Clauses

1.6.1 Non-Collusion
By submitting a proposal, the prospective Contractor represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or in behalf of any person or party not therein named and that the prospective Contractor has not directly or indirectly induced or solicited any other Contractor to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the prospective Contractor has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract awards shall be null and void. A certificate must be completed and submitted with the proposal (Refer to Certification 2.1 in Section 6).

1.6.2 Contractor’s Representations
The Contractor is familiar with all requirements of the general conditions, specifications and instructions. The Contractor is familiar with all matters affecting the performance of the work, including all general and special laws, ordinances and regulations that may affect the work, its performance or those persons employed therein. The Contractor is in the business and is fully qualified and skilled in the field of public transit and is fully willing and able to satisfy the requirements of the contract at the bid rates and any award of contract is in reliance on such representations.

1.6.3 Certification of Eligibility
A certification is required that the consultant and/or its subcontractors are not on the Comptroller General’s list of ineligible contractors (Refer to Certification 2.2 in Section 6).
1.6.4 Restrictions on Lobbying
Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. A certificate must be completed and submitted with the bid (Refer to Certification 2.5 in Section 6).

1.6.5 Primary Participants
Certification pertains to debarment, suspension and other ineligibility and voluntary exclusion of primary participants. (Refer to Certification 2.4 in Section 6).

1.6.6 Lower Tier Participants Regarding Debarment, Suspension, and Other Indeligibility and Voluntary Exclusion
The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Award;
b. Suspended from participation in any federally assisted Award;
c. Proposed for debarment from participation in any federally assisted Award;
d. Declared ineligible to participate in any federally assisted Award;
e. Voluntarily excluded from participation in any federally assisted Award; or
f. Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

1.6.7 Disadvantage Business Enterprise (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 0 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
1.6.8 Prompt Payment of Withheld Funds to Subcontractors

The City shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions the City has in their federal-aid contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the City from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the City’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the City from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the City’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances.
The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

1.6.9 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.

1.6.10 Compliance to the Clean Air Act and Federal Pollution Control Act
In connection with the performance of this contract, the Contractor shall comply with the Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding $150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor agrees:

a. It will not use any violating facilities;

b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

c. It will report violations of use of prohibited facilities to FTA; and

d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42

1.6.11 Access to and Inspection to Records
Contractor agrees to permit the Secretary and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records and accounts of City and its Contractor pertaining to the Project. City shall require each third party contractor, whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

The Contractor shall at all times during the course of, and for seven years after completion of, the Contract or Project, maintain reasonable records relating to the performance of the Contract or Project. Such records shall be in conformity with the generally accepted accounting principles and subject to Title 49 CFR and to 49 USC 5325. Records shall be available to City representative(s) upon request.

1.6.12 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(I) 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.

1.6.13 Termination
The contract may be terminated for reasons of City's convenience or Contractor's breach or insolvency. Notice of termination shall be accomplished by registered, certified or express mail.

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

1.6.13.2 Termination for Breach or Cause
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, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract 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 City 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, City, 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.

1.6.13.3 Opportunity to Cure
City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days 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 City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from City setting forth the nature of said breach or default, City 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 City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

1.6.13.4 Waiver of Remedies for any Breach
In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

1.6.14 Recycled Products
The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products ContainingRecovered Materials,” 40 C.F.R. part 247.

1.6.15 Civil Rights and Equal Opportunity
The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City 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 Agreement, 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. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


agrees to comply with any implementing requirements FTA may issue.

1.6.16 Violation and Breach of Contract

1.6.16.1 Rights and Remedies of the City
City shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

1.6.16.2 Rights and Remedies of Contractor
Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance.

1.6.16.3 Disputes
a. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Transit Services Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Works Director. The decision of the Director of Public Works shall be binding upon the Contractor and the Contractor shall abide be the decision.

b. Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

c. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the
party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

e. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.6.17 No Government Obligation to Third Parties
The Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.6.18 Conflict of Interests
Contractor promises that it presently has no interest, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further promises that in the performance of this contract, no person having such interest shall be employed. A certificate must be completed and submitted with the bid (Refer to Certification 2.7).
1.6.19 **Retention of Records**
Contractor and City agree to retain all documents relevant to this Agreement for seven years from the termination of the contract or until all Federal/State audit are complete for the fiscal year, whichever is later. Upon request, Contractor shall make available these records to City, State, or Federal government’s personnel. Upon completion of term of contract, Contractor shall provide City with maintenance, vehicle, and operating data pertaining to SMAT in hardcopy and electronic format acceptable to City as a condition of final payment to Contractor.

1.7 **Other Contract Clauses**

1.7.1 **Protest**
Under certain circumstances, an interested party to a procurement may protest to The City the award of a contract which may or may not involve the direct application of funds from the Federal Transit Administration (FTA). The mere fact that The City is a recipient of FTA funds cannot be construed as evidence of FTA's involvement in a particular procurement.

These procedures are intended to insure that valid complaints are properly handled and responded to. Spurious bid protests may be subject to civil proceedings for the recovery of compensatory and/or punitive damages.

Detailed below are The City’s Bid Protest Procedures and instructions for, when applicable, obtaining the bid protest procedures of FTA.

1.7.1.A. **Definitions**
1. "The Agency" refers to the CITY of Santa Maria, an Agency established under the laws of the State of California.

2. "Days" refers to working days of the CITY of Santa Maria when used in context with the Agency's bid protest procedures and refers to working days of the Federal Government when used in context with FTA.

3. The terms "file" or "submit" refer to the date of receipt by the Agency and/or FTA.

4. "Exhaustion of administrative remedies at the grantee level" means any action or inaction on the part of The Agency which is prejudicial to the position taken in a written protest filed with The Agency. It may include, but is not limited to:
   
   - A final Agency decision on the merits protest.
• A procurement action such as the award of a contract or rejection of a bid despite the pendency of a protest.
• Agency acquiescence in and active support of continued and substantial contract performance despite the pendency of a protest.

5. "Interested party" includes all bidders on the contract or procurement. The term may also include a subcontractor or supplier at any tier who shows that he/she has a substantial economic interest in a provision of the Invitation for Bid (IFB) or the Request for Proposals (RFP) or of the interpretation of such a provision.

6. "Violation of Federal law or regulation" is defined as the infringement of any valid requirement imposed by Federal statute or regulation, which governs the letting of contracts pursuant to a grant agreement. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of The Agency include, but are not necessarily limited to, determinations of responsiveness and responsibility, the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement and determinations regarding bonding requirements. In other words, the protestor must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications, or a violation of the Buy America requirements.

7. "Local" as used herein, refers to the County of Santa Barbara, and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.

8. "RFP" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.

9. "The Services Manager" as used herein, refers to the Transit Services Manager of the CITY of Santa Maria.

10. "The SAC" as used herein, refers to the Selection Advisory Committee of the CITY of Santa Maria for the procurement of services.

11. "FTA" as used herein, refers to the United States Federal Transit Administration.
1.7.1.B. Agency Level Protest Procedures - General Conditions

1. The Agency’s review of any protest will be limited to:
   a. Violations of State or Local laws or regulations. Violations of Federal laws or regulations shall be under the jurisdiction of FTA.
   b. Violations of the Agency’s purchasing procedures.
   c. Violations of the Agency’s protest procedures or failure to review a complaint or protest.

2. Protests must be filed with the Transit Services Manager within three days of the RFP opening or closing date for the receipt of RFPs if the protest is based on:
   - Restrictive or severely defective specifications. Defective specifications must represent a material weakness that affords an undue advantage to one bidder over another.
   - Improprieties in any type of solicitation that are apparent prior to bid opening or closing date for bids.

3. Protests must be filed with the Transit Services Manager within three days of the award of a contract arising from an Invitation for Bid or Request for Proposal if the protest is based on:
   a. The Agency’s failure to adhere its purchasing procedures.
   b. The Agency’s failure to adhere to its procedures.

4. The initial protest filed with the Agency shall:
   a. Include the name, address and telephone number of the protestor.
   b. Identify the number of the solicitation contract.
   c. Contain a statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the full extent feasible. Additional materials in support of an initial protest will be considered only if filed within the time limits specified in paragraph “C” below.
   d. Indicate the ruling or relief desired from the Agency.

5. No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logically arranged, clear and legible.

1.7.1.C. Time for Filing

Protests shall be filed within the specified limits set forth in the specifications, which are the subject of the procurement and must adhere strictly to any procedures specified therein. The
time period established for the filing of protests as set forth in all such specifications will be controlling and will take precedence over a time period established herein.

Protests must be filed within the time limits set forth in paragraphs "B1" and "B2" above in order to be construed as timely. If the requirements and scope of work, which are the subject of a particular procurement, set forth a different period for filing a protest, then the provisions of paragraph "1" above will apply.

A protest may be considered, even if the initial filing is late in the following circumstances:

Good cause based on a compelling reason beyond the protestor's control, whereby the lateness is due to the fault of The Agency in the handling of his/her protest submission. The Agency determines the protest-raised issues significant to a procurement practice or procedure.

The Agency is directed by FTA to either consider or reconsider protest.

A court of competent jurisdiction invites, expects, or otherwise expresses interest in the agency's decision.

1.7.1.D. Time for Submission of Additional Information
Any additional information requested or required by The Agency from the protestor or interested parties shall be submitted as expeditiously as possible, but in no case later than five (5) days after the receipt of such request unless specifically excepted by The Agency.

1.7.1.E. Confidentiality
Materials submitted by a protestor will not be withheld from any interested party outside of The Agency or from of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material which should be withheld, a statement advising of this fact may be affixed to any Government agency which may be involved in the protest, except to the extent that the withholding the front page of, the protest document and the alleged proprietary information must be so identified wherever it appears.

1.7.1.F. Furnishing of Information of Protests
The Agency shall, upon request, make available to any interested party information bearing on the substance of the protest which has been submitted by the protestor or interested
parties except to the extent that withholding of information is permitted or required by law or regulation. Any comments thereof shall be submitted within a maximum of ten (10) days.

1.7.1.G. Withholding of Award
When a protest has been filed before the contract award, The Agency will not make an award prior to the resolution of the protest. When a protest has been filed before the opening of bids, The Agency will not open bids prior to the resolution of the protest. When a protest has been filed after the award of a contract and prior to the resolution of the protest, The Agency will notify the CONTRACTOR to suspend activity unless the Agency determines that:

1. The items to be procured are urgently required; or Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement; or

2. Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to The Agency or other Local, State or Federal Governments.

1.7.1.H. Protest Review - Level One
1. Upon receipt of a protest, the Public Works Director will create an ad hoc Agency Protest Review Panel to review all relevant materials associated with the protest. The Panel shall be comprised of two representatives of The Agency appointed by the Public Works Director. The Panel shall determine the validity of the protest and what actions will be taken.

2. The Panel will be directed to prepare a report within fifteen (15) days. The Panel will notify the protestor and any interested parties of their findings, actions and of the procedures for requesting reconsideration. The report shall include the following:

- Copies of all relevant bids;
- A copy of the Invitation for Bid or Request for Proposal including pertinent provisions of the specifications;
- A copy of the abstract of bids;
- Any other documentation that pertains to the protest including correspondence with the bidders; and
• A statement by The Agency explaining its actions and the reasons for them.

3. A conference on the merits of the protest with members of the panel may be held at the request of the protestor. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than twenty (20) days after the initial protest was filed.

1.7.1. Protest Review - Level Two
1. Reconsideration of a decision by The Agency may be requested by the protestor or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted specifying any errors of law made or information not previously considered.

2. The request for the reconsideration of the Protest Review Panel's decision shall be filed not later than ten (10) days after the Panel issues its written report and shall be filed with the Public Works Director. The protest shall not be considered pending during the ten (10) day period specified in this paragraph.

3. Upon receipt of the request for reconsideration, the Public Works Director shall schedule an informal administrative hearing with the protestor and the Protest Review Panel. The hearing shall be filed not later than fifteen (15) days after the receipt of the request for reconsideration.

4. The Public Works Director shall issue in writing The Agency's final determination of the reconsidered protest within five (5) days of the administrative hearing.

1.7.1.J. Effect of Judicial Proceedings
The Agency may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such a court. The foregoing shall not apply where the court requests, expects or otherwise expresses interest in the Agency's decision.

1.7.2 Federal Changes and Obligations to Federal Requirements
Contractor shall be advised that, in all City's third party contracts financially assisted by the Federal Transit Administration, Federal requirements may change and the changed requirements will apply to the project as required. All standards or limits set forth in this Agreement or Contract to be observed in the performance of the
project are minimum requirements. Contractor 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 Agreement between City and FTA, as they may be amended during the term of this Contract. Contractor’s failure to comply shall constitute a breach of Contract.

1.7.3 Compliance to the Privacy Act
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.7.4 Governing Law
The Agreement which may ensue under this solicitation shall be governed exclusively by the federal laws of the United States of America, the laws of the State of California and the County of Santa Barbara, and municipal code of the City of Santa Maria.

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of California. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then Federal common law, including the law developed by Federal boards of contract appeals, the United States Claims court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue of any action shall lie exclusively in the County of Santa Barbara, California. This is the complete agreement between the parties. If any provision of the
contract is fund to be invalid or unenforceable, the remaining provisions shall not be impaired.

1.7.5 **Federal Transit Administration Terms**
All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated April 15, 1996, and 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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause City to be in violation of the FTA terms and conditions.

1.7.6 **Interest of Members of, or Delegates to Congress**
No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this agreement or any benefit arising therefrom.

1.7.7 **Term of Contract**
The term of this agreement shall commence on the date of the Notice to Proceed and remain in effect for the completion of the Scope of Work. Completion of the Scope of Work shall be eighteen months from the date of Notice to Proceed, after which performance payments will be assessed in accordance to Section 3.

1.7.8 **Insurance**
With respect to performance of work under this agreement, Contractor shall maintain, and shall require all of its subcontractors to maintain, during the life of this contract, insurance as described below:

A. **General**

1. Contractor shall carry all insurance required by Federal, State, County, and local Laws and Regulations.

2. Neither Contractor nor any subcontractor shall enter the site of the work or commence work under this contract before Owner, relying on Contractor’s evidence of insurance, has issued the Notice-to-Proceed.

3. To the fullest extent permitted by law, Contractor shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses,
damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Contractor or the acts or omissions of an employee, agent or subcontractor of the Contractor. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this paragraph are not limited by the provisions herein relating to insurance.

4. Contractor shall secure and maintain, during the contract time and warranty period, certain insurance that shall protect Contractor, Subcontractor, Owner, and Design Engineer in such manner and amounts as set forth hereinafter.

   a. The insurance requirements stipulated herein shall not be construed as limiting Contractor's liability.

5. All loss or damage arising from obstructions or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of Contractor or any subcontractor, supplier, person, or agent employed by Contractor shall be borne by Contractor.

6. Deductibles and Self-insured Retentions

   a. Deductibles and self-insured retentions shall be declared to and approved by Owner.

   b. At the option of Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner and Design Engineer, its officers, officials, employees and volunteers or Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

7. Contractor shall include subcontractors as insureds under its policies or shall furnish separate certificates
and endorsements for each subcontractor.

a. Coverage's for subcontractors shall be subject to the requirements stipulated herein.

B. Verification of Coverage

1. Contractor shall furnish Owner with original certificate and amendatory endorsements of the applicable policy language effecting coverage required by this clause.

2. Endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.

3. The endorsements shall be on forms provided by Owner, or on other than Owner's forms, or a separate Owner's policy, provided those forms or policies are approved by the Owner and amended to conform to the Owner's requirements.

4. All certificates and endorsements are to be received and approved by Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

5. Owner has the right to secure from the Contractor certified copies of all required insurance, including endorsements affecting the coverage required by these specifications.

C. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

D. Workers Compensation Insurance

1. Contractor shall take out and maintain Workers Compensation Insurance as required by the State of California for all of its employees at the site of the work and Employer's Liability Insurance in the amount of $1,000,000 per accident for bodily injury or disease during the life of this contract.

a. The Contractor's Workers Compensation and
Employer’s Liability policy shall be endorsed to provide a waiver of subrogation by the carrier to Owner and Design Engineer.

2. Contractor shall require each subcontractor to provide workers Compensation Insurance for its employees unless the Contractor covers such employees.

3. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers Compensation Statute, Contractor shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

E. Commercial General liability Insurance

1. Contractor shall procure, and maintain during the life of the contract, coverage in the amount of $1,000,000 per occurrence for bodily injury, personal injury and property damage at least as broad as ISO Commercial General Liability Insurance (Form CG 0001) necessary to protect itself, Owner, Design Engineer, and Subcontractors performing work under this contract, from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this contract, whether such operations are the Contractor's or the subcontractor's.

2. The policy shall be endorsed to include the following provisions:

a. The Owner and Design Engineer, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance or as a separate Owner's policy.

b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner and Design Engineer, its officers, officials,
employees and volunteers. Any insurance or self-insurance maintained by the Owner and/or Design Engineer, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. This coverage shall not be canceled by either party, except after 30 days prior written notice by certified mail, return receipt requested has been given to the Owner and Design Engineer.

d. Errors and Omissions liability insurance appropriate to the Design Engineer's or other Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability - $1,000,000 per occurrence or claim, $2,000,000 aggregate, if applicable.

3. The minimum limits of the insurance shall be as follows:

   a. 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit of 1,000,000 shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. A separate general aggregate limit of 1,000,000 will also apply for Products and Completed Operations.

F. Automobile Liability

1. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).

2. The policy shall be endorsed to include the following provisions:

   a. This coverage shall not be canceled by either party, except after 30 days prior written notice by certified mail, return receipt requested has been given to the Owner and Design Engineer.
G. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the City. All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
   a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

H. Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

1.7.9 Progress Payments
At its sole discretion, City may determine that it is appropriate to make progress payments for completed portions of work under this Contract and/or for materials delivered for work under this Contract and which materials are considered subject to the control of City. If progress payments are used, City will obtain title to the materials and/or work in progress for which progress payments are made.

1.7.10 Prohibitive Interests
No member, officer or employee of City during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

1.7.11 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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.
1.8 **Selection Criteria**

The evaluation of proposals will be based on criteria established by SMAT. Such criteria shall include, although not necessarily be limited to, the following:

a. Understanding of the work required by the City.
b. Quality, clarity and responsiveness of the proposal.
c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
d. Recent experience in successfully performing similar services.
e. Proposed approach in completing the work.

f. Background and related experience of the specific individuals to be assigned to this project.
h. Proposed compensation.
i. Financial stability and capabilities of the Contractor.
j. Proven experience in transit planning, marketing, transit operations, and knowledge of proven innovative transit delivery methods.
k. Experience with similar system and services, and size.
m. Qualifications of staff proposed. Include experience and record of accomplishments of key management personnel.

q. Demonstrate the capability of the Contractor’s corporate culture with the City’s Mission Statement and policies
r. Ability of firm/team to complete the project
s. Completeness of the proposal submitted and compliance with terms and conditions of the RFP. Incomplete or vague proposals will be rejected

t. Cost of providing the contractual services
u. References and prior experience of similar work
v. Ability to perform within desired schedules
x. Knowledge of all applicable laws, statutes, ordinances, rules, regulations or requirements of United States Government, State of California, and local governments or any agency thereof, which relate to or in any manner affect the project, and the performance of the agreement or contract between City and the firm/team.

SMAT reserves the right to award the contract to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the above criteria and best satisfies SMAT’s needs. SMAT reserves the right to negotiate compensation with the selected firm. SMAT may consider criteria other than the above, as necessary, in the selection process to determine the best value.
Prospective Contractors may be required and shall be prepared to attend an interview with the Selection Committee. The key management personnel must be available to answer questions at the interview. SMAT may choose, at its sole option, not to interview all proposing Contractors. SMAT may reject any or all proposals submitted.

1.9 Selection Process

In order to ensure that each Proposer has the opportunity to obtain the same information, SMAT will hold a **non-mandatory pre-proposal** meeting as indicated in Section 1.1.4 for the purpose of responding to reasonable questions pertaining to the project and proposal content. **All interested proposers are invited to attend.** SMAT will not be responsible for making available tape recording of the proceedings of the pre-proposal meeting after the fact.

Contractor shall not contact, lobby or communicate with any member of the City Council, City Manager and/or Directors or Staff employees or agent of SMAT or other public and private entity regarding the RFP or the selection process. Any communication between SMAT and any Contractor shall be in writing.

Any questions, request for interpretations or comments regarding the RFP must be submitted in writing to SMAT's Transit Services Manager no later than date specified in Section 1.1.4. A summary response to all questions and comments will be returned to all Proposers.

Any prospective Contractor wishing to protest any aspect of this request for proposal or selection process must do so by submitting a protest in writing in accordance to Section 1.6.

Sealed Proposals must be submitted by the date and time specified in Section 1.1.4 to Department of Public Works, City of Santa Maria. SMAT will evaluate the proposals, conduct interviews, and provide a recommendation to the Santa Maria City Council. All Proposals will remain sealed and unopened until submission date and time. Proposal shall not be publicly opened.

SMAT exclusively reserves the right to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s). Furthermore, SMAT exclusively reserves the right to delay, extend, and/or modify the submission date of proposals.
SECTION 2 - SAMPLE AGREEMENTS

Note: Section 2 of this procurement document contains one sample agreement that pertains to the short range transit plan, as described in the scope-of-work of the RFP. The actual agreements should resemble this sample agreement and reflect actual terms and pricing formula after the execution of the agreement.
SAMPLE AGREEMENT

TRANSIT ADVERTISING SERVICES

BETWEEN

CITY OF SANTA MARIA

AND

________________________________
SAMPLE AGREEMENT – TRANSIT ADVERTISING SERVICES

THIS AGREEMENT is by and between the CITY OF SANTA MARIA, California, hereinafter referred to as “CITY” and “____________”, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, Contractor has the management and technical personnel, expertise and other assets useful for the support of City’s transportation project; and

WHEREAS, Contractor is desirous of providing such services;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Purpose. City hereby contracts with Contractor to prepare the short range transit plan for the City’s public transportation system and services upon the terms and conditions hereinafter set forth.

2. Scope-of-Work. Contractor shall provide the services set forth in Exhibit A, supplemented by Exhibit B except when inconsistent with Exhibit A. Subject to the terms and conditions set forth in this agreement, Contractor will provide the services to be rendered as set forth in the Scope of Work in Exhibit A and subsequent addendums per Form 4 attached hereto and by reference incorporated herein and made a part hereof.

3. Time Period. The term of this agreement shall commence on the date of the Notice to Proceed and remain in effect for the completion of the Scope of Work. Completion of the Scope of Work shall be eighteen months from the date of Notice to Proceed, after which performance payments will be assess in accordance to Section 3

4. Compensation and Method of Payment. The Contractor shall pay the City the following percentages of the gross advertising revenue for the term of this Agreement:

(These figures will be determined during negotiation.)

TIER 1-MONTHLY GUARANTEE

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(These figures will be determined during negotiation.)
TIER 2 - PERCENTAGE OF GROSS REVENUE

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Said monthly payments shall be made by the 10th working day of each month. Payment shall be for all amounts due to the City for the preceding month and shall be based on the compensation structure set forth above.

Contractor shall submit monthly revenues by check to the City based on the Price Form prepared and submitted by the Contractor, and make part of this Agreement in Exhibit B of this Agreement.

Contractor shall include supporting documents and a summary statement with its monthly payment to the City.

Payments to the shall be delivered and mailed to City as follows:

Santa Maria Area Transit
City of Santa Maria / Public Works Department
110 South Pine Street, Suite 101 (USPS)
110 South Pine Street, Suite 221 (Delivery)
Santa Maria, CA  93458
ATTN: Transit Manager

Contractor represents that Contractor’s taxpayer identification number (TIN) is ______________ as evidence by a completed Federal Form W-9 on file with the Assistant Controller of the date of execution of this Agreement. Contractors agrees to file such tax forms as may be reasonably requested by City to implement Internal Revenue Code Section 3406 and to accept as part of any compensation due, any payments made by City to the Internal Revenue Service pursuant to that Section.

5. **Control.** Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement. A certificate must be completed and submitted with the bid (Refer to Certification 2.6).
6. **Management.** During the terms of this Agreement, Contractor shall provide sufficient administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof, and described in attached Exhibit A, Scope-of-Work.

7. **Modifications of Agreement.** This writing constitutes the entire Agreement between the parties relative to the matter of this Agreement and no modification hereof shall be effective unless and until such modification is evidenced in writing signed by both parties to this Agreement. There are no understandings, agreements or condition with respect to the subject matter of the Agreement except those contained in this writing.

8. **Contract Assignments.** This contract shall not be sold, assigned, transferred, conveyed or encumbered in whole or in part by Contractor. Contractor shall not sell or otherwise transfer its interest in this contract without prior written notification to City. Upon receiving such notification from Contractor, City may, at its sole discretion, decide to exercise its right to terminate this contract.

Subject to the provision regarding assignment, this contract shall be binding upon the heirs, executor, administrators, successors and assigns of the respective parties.

9. **Communications.** All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by fax (must be available 24 hours per day seven (7) days per week) with confirmation and certified mail (return receipt requested), and postage prepaid to the persons named below:

**Contractor:**

Contact Name
Company Name
Address
City, State Zip
Telephone
Fax

**With Copy To:**

Contact Name
Company Name
Address
City, State Zip
Telephone
Fax
All other communications, invoices, reports, etc., shall be made to City of Santa Maria Transit Services Manager at the address listed above.

10. **Document Ownership.** All plans, specifications, reports, electronic media, records, and other design documents prepared by Consultant pursuant to this agreement shall be the property of the City; City is entitled to full and unrestricted use of such plans, specifications, reports and other design documents prepared by Consultant pursuant to this agreement; such plans, specifications, reports, and other design documents prepared by Consultant pursuant to this agreement shall be used exclusively on this project and shall not be used on any other work unless deemed necessary by the City and such use is undertaken at City's sole risk. Any report, public releases, papers and other formal publications shall be subject to the approval of City, and if appropriate, the Federal Government, before they are released.

11. **Worker's Compensation.** Contractor certifies that it is aware of the provisions of the Labor Code of the State of California, which require compensation or to understand self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

12. **Contractors’ Employee Responsibilities.** Employees shall at all times remain the sole employees of Contractor, and Contractor shall be solely responsible for payment of all employees’ wages and benefits. Contractor, without any cost or expense to City, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer’s liability, workers’ compensation, unemployment insurance and other forms of Social Security, and also with respect to withholdings of income tax at its source from wages of said employees and shall indemnify and hold harmless City from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise. The Contractor shall comply with the requirements of FTA Grant Agreement, Part II, Section 119(b).

13. **Insurance.** The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The
Contractor, and its subcontractors, shall maintain the following insurance provisions:

A. General

1. Contractor shall carry all insurance required by Federal, State, County, and local Laws and Regulations.

2. Neither Contractor nor any subcontractor shall enter the site of the work or commence work under this contract before Owner, relying on Contractor's evidence of insurance, has issued the Notice-to-Proceed.

3. To the fullest extent permitted by law, Contractor shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Contractor or the acts or omissions of an employee, agent or subcontractor of the Contractor. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this paragraph are not limited by the provisions herein relating to insurance.

4. Contractor shall secure and maintain, during the contract time and warranty period, certain insurance that shall protect Contractor, Subcontractor, Owner, and Design Engineer in such manner and amounts as set forth hereinafter.

   a. The insurance requirements stipulated herein shall not be construed as limiting Contractor's liability.

5. All loss or damage arising from obstructions or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of Contractor or any subcontractor, supplier, person, or agent employed by Contractor shall be borne by Contractor.

6. Deductibles and Self-insured Retentions

   a. Deductibles and self-insured retentions shall be declared to and approved by Owner.

   b. At the option of Owner, either: the insurer shall reduce or
eliminate such deductibles or self-insured retentions as respects the Owner and Design Engineer, its officers, officials, employees and volunteers or Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

7. Contractor shall include subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.
   a. Coverage's for subcontractors shall be subject to the requirements stipulated herein.

B. Verification of Coverage
   1. Contractor shall furnish Owner with original certificate and amendatory endorsements of the applicable policy language effecting coverage required by this clause.
   2. Endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.
   3. The endorsements shall be on forms provided by Owner, or on other than Owner's forms, or a separate Owner's policy, provided those forms or policies are approved by the Owner and amended to conform to the Owner's requirements.
   4. All certificates and endorsements are to be received and approved by Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
   5. Owner has the right to secure from the Contractor certified copies of all required insurance, including endorsements affecting the coverage required by these specifications.

C. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

D. Workers Compensation Insurance
   1. Contractor shall take out and maintain Workers Compensation Insurance as required by the State of California for all of its employees at the site of the work and Employer's Liability Insurance
in the amount of $1,000,000 per accident for bodily injury or disease during the life of this contract.

a. The Contractor's Workers Compensation and Employer's Liability policy shall be endorsed to provide a waiver of subrogation by the carrier to Owner and Design Engineer.

2. Contractor shall require each subcontractor to provide workers Compensation Insurance for its employees unless the Contractor covers such employees.

3. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers Compensation Statute, Contractor shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

E. Commercial General liability Insurance

1. Contractor shall procure, and maintain during the life of the contract, coverage in the amount of 1,000,000 per occurrence for bodily injury, personal injury and property damage at least as broad as ISO Commercial General Liability Insurance (Form CG 0001) necessary to protect itself, Owner, Design Engineer, and Subcontractors performing work under this contract, from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this contract, whether such operations are the Contractor's or the subcontractor's.

2. The policy shall be endorsed to include the following provisions:

a. The Owner and Design Engineer, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance or as a separate Owner's policy.

b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner and Design Engineer, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner and/or Design Engineer, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
c. This coverage shall not be canceled by either party, except after 30 days prior written notice by certified mail, return receipt requested has been given to the Owner and Design Engineer.

d. Errors and Omissions liability insurance appropriate to the Design Engineer's or other Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability - $1,000,000 per occurrence or claim, $2,000,000 aggregate, if applicable.

3. The minimum limits of the insurance shall be as follows:

a. 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit of 1,000,000 shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. A separate general aggregate limit of 1,000,000 will also apply for Products and Completed Operations.

F. Automobile Liability

1. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).

2. The policy shall be endorsed to include the following provisions:

a. This coverage shall not be canceled by either party, except after 30 days prior written notice by certified mail, return receipt requested has been given to the Owner and Design Engineer.

G. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the City. All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. If any of the required policies provide claims-made coverage:
   a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

H. Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. **Prime Contractor Responsibilities**. Contractor is required to assume responsibility for all services for which a cost proposal is offered whether or not Contractor Possesses skills to perform within its organization. City will consider Contractor to be sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. No subcontract will be
entered into by Contractor to perform work relating to this Agreement without the prior written authorization of City.

15. **Liaison.** Contractor shall perform close liaison activities, coordination and cooperation with City on matters related to the performing of the scope of work.

16. **Conflict of Interests.** Contractor promises that it presently has no interest, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further promises that in the performance of this contract, no person having such interest shall be employed. A certificate must be completed and submitted with the bid (Refer to Certification 2.7).

17. **Headings.** The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any party of this Agreement.

18. **Right to Adequate Assurance of Performance.** Each part to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until he receives such assurance, may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct of a party with respect to other Agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, services or payments does not prejudice the aggrieved party’s right to demand adequate assurance of future performance.

19. **Indemnification.** Contractor shall defend, indemnify, and hold harmless City and its officers, officials, employees and agents from and against all claims, damages, losses and expenses including reasonable attorney fees to the extent arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

20. **Merger.** This contract set forth the entire agreement between the parties with respect to be subject matter thereof, and supersedes and replaces all proposals, negotiations, representations and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the services, including an action in tort.

21. **Additional Services.** Additional services as authorized in writing by City or its designee will be paid for on an individual basis at a negotiated rate and will be billed separately from this
Agreement and shall be in excess of the maximum cost as listed in the paragraph “Compensation and Method of Payment” above.

22. **Changes in Scope-of-Work.** City, without invalidating the contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly.

23. **Conflicting Use.** Contractor shall not use any vehicle, equipment, personnel or other facilities, which are dedicated to City for performing services under this Agreement for any use whatsoever other than provided for in this Agreement.

24. **Liaison.** Contractor shall assist and cooperate with City in meeting the objectives, activities, coordination, and cooperation in the performance of this agreement.

25. **Additional Payments.** Additional payments may be assessed for performance deficiencies as described in Exhibit A, Scope-of-Work.

26. **Waivers.** Neither City’s review, approval or acceptance of payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under Agreement or of any cause of action arising out of the performance of the Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent act, error or omission in the performance of any of the services furnished under this Agreement. The parties agree that City shall have the final authority to require the discharge by Contractor of any employee of Contractor. The waiver by City of any breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of a breach of any other term, condition or agreement herein contained.

27. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of the Agreement and application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

28. **Prohibitive Interests.** No member, officer or employee of City during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

29. **Public Contract Code Section 10162 Questionnaire.** The Contractor has completed and submitted the questionnaire with the bid (Refer to Certification 2.8).

30. **Privacy.** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:
(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

31. Interest of Members of or Delegates of Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or port of this contract or to any benefit arising therefrom.

32. Governing Law. The Agreement which may ensue under this solicitation shall be governed exclusively by the federal laws of the United States of America, the laws of the State of California and the County of Santa Barbara, and municipal code of the City of Santa Maria.

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of California. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then Federal common law, including the law developed by Federal boards of contract appeals, the United States Claims court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue of any action shall lie exclusively in the County of Santa Barbara, California. This is the complete agreement between the parties. If any provision of the contract is fund to be invalid or unenforceable, the remaining provisions shall not be impaired.

33. Violation and Breach of Contract. Rights and Remedies of the City. City shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract:

   a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
   b. The right to cancel this Contract as to any or all of the work yet to be performed;
   c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
   d. The right to money damages.
Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance.

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 authorized representative of City's Transit Services Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Works Director. The decision of the Director of Public Works shall be binding upon the Contractor and the Contractor shall abide be the decision.

a. Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

b. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

c. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder,

34. **Termination.** The contract may be terminated for reasons of City's convenience or Contractor's breach or insolvency. Notice of termination shall be accomplished by registered, certified or express mail.

a. **Termination for Convenience.** City, by written notice, may terminate this contract, in whole or in part, when it is in the City's best interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
b. **Termination for Breach or Cause.** 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, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract 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 City 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, City, 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.

c. **Opportunity to Cure.** City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days 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 City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from City setting forth the nature of said breach or default, City 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 City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach.** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

35. **Access to and Inspection of Records.** Contractor agrees to permit the Secretary and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records and accounts of City and its Contractor pertaining to the Project. City shall require each third party contractor, whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

The Contractor shall at all times during the course of, and for seven years after completion of, the Contract or Project, maintain reasonable records relating to the performance of the Contract or Project. Such records shall be in conformity
with the generally accepted accounting principles and subject to Title 49 CFR and to 49 USC 5325. Records shall be available to City representative(s) upon request.

36. **Restrictions on Lobbying.** Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. A certificate must be completed and submitted with the bid (Refer to Certification 2.5).

37. **Civil Rights and Equal Opportunity.** The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City 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 Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **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.

employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


38. **Disadvantaged Business Enterprise.** The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 0 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the
commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

39. **Prompt Payment of Withheld Funds to Subcontractors.** The City shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions the City has in their federal-aid contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

   a. No retainage will be held by the City from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the City’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

   b. No retainage will be held by the City from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the City’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

   c. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City’s prior written approval. Any violation of these provisions shall subject the
violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

40. **Retention of Records.** Contractor and City agree to retain all documents relevant to this Agreement for seven years from the termination of the contract or until all Federal/State audit are complete for the fiscal year, whichever is later. Upon request, Contractor shall make available these records to City, State, or Federal government’s personnel. Upon completion of term of contract, Contractor shall provide City with maintenance, vehicle, and operating data pertaining to SMAT in hardcopy and electronic format acceptable to City as a condition of final payment to Contractor.

41. **Fly America Requirements**
   a. Definitions used in this clause:
      - U.S.-flag carriers for 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.
      - United States means the 50 States, the District of Columbia, and outlying areas.
      - 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, recipients, 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 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.

e. The 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.

42. **Government-Wide Debarment and Suspension.** The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Award;
b. Suspended from participation in any federally assisted Award;
c. Proposed for debarment from participation in any federally assisted Award;
d. Declared ineligible to participate in any federally assisted Award;
e. Voluntarily excluded from participation in any federally assisted Award;
f. Award; or
g. Disqualified from participation in any federally assisted Award.

**By signing and submitting this contract, Contractor certifies as follows:**

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by
2 C.F.R. part 1200, 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.

43. **Primary Participant Certification.** Contractor must include, with their proposal and agreement, properly completed and executed certification regarding Lower Tier Debarment, Suspension and other Responsibility Matter. Refer to Certification 2.4 of the Proposal.

44. **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.

45. **Recycled Products.** The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

46. **Clean Air Act and Federal Pollution Control Act.** In connection with the performance of this contract, the Contractor shall comply with the Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding $150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor agrees:

a. It will not use any violating facilities;
b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
c. It will report violations of use of prohibited facilities to FTA; and
d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
The Contractor may be required to submit evidence to City that the governing air pollution criteria will be met. The evidence and related documents will be retained by the Contractor for on-site examination by FTA.

47. **Federal Changes.** Contractor shall be advised that, in all City's third party contracts financially assisted by the Federal Transit Administration, Federal requirements may change and the changed requirements will apply to the project as required. All standards or limits set forth in this Agreement or Contract to be observed in the performance of the project are minimum requirements. Contractor 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 Agreement between City and FTA, as they may be amended during the term of this Contract. Contractor's failure to comply shall constitute a breach of Contract.

48. **Disclosure of Lobbying Activities.** Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or any other award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. A certificate must be completed and submitted with the bid (Refer to Certification 2.5 in Section 6).

49. **Non-Collusion.** By submitting the proposal, the prospective Contractor represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or in behalf of any person or party not therein named and that the prospective Contractor has not directly or indirectly induced or solicited any other Contractor to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the prospective Contractor has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract awards shall be null and void. A certificate must be completed and submitted with the bid. Contractor attests that Certification 2.1 must be on file).

50. **Contractor's Representations.** The Contractor is familiar with all requirements of the general conditions, specifications and instructions. The Contractor is familiar with all matters affecting the performance of the work,
including all general and special laws, ordinances and regulations that may affect the work, its performance or those persons employed therein. The Contractor is in the business and is fully qualified and skilled in the field of public transit and is fully willing and able to satisfy the requirements of the contract at the bid rates and any award of contract is in reliance on such representations. It shall be the Contractor’s responsibility to adhere to all federal, state, and local laws regarding the proposed service contract.

51. **Contractor’s Eligibility.** Contractor certifies it is not on the Comptroller General’s list of ineligible contractors Certification 2.2.

52. **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.

53. **No Government Obligation to Third Parties.** The Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

54. **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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City’s requests which would cause City’s to be in violation of the FTA terms and conditions.

55. **Federal Changes.** Contractor 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 the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

56. **Primary Participant Certification.** Contractor must include, with their proposal and agreement, properly completed and executed certification regarding Lower Tier Debarment, Suspension and other Responsibility Matter. Refer to Certification 2.4 of the Proposal.
Executed on ________________, 2018, at Public Works Department, City of Santa Maria.

“CITY”
Steven B. Kahn
Director of Public Works/City Engineer

Consultant Name, Title
Company Name

Approved as to Form:

City Attorney
SECTION 3 - SCOPE-OF-WORK
SECTION 3 - SCOPE-OF-WORK

(Exhibit A of Agreement)

ADVERTISING

3.1 GENERAL REQUIREMENTS

3.1.1 The SMAT Advertising Revenue Services program consists of selling, manufacturing, placing, maintaining, producing, billing, accounting for and reporting, and removing signage from SMAT and Breeze assets consisting of fixed route and ADA buses (interior signage, exterior window signage, exterior back panel signage, and select exterior side body panel signage).

3.1.2 The Contractor shall have exclusive rights to place City approved exterior bus side advertising upon City's fixed-route buses, subject to the terms and conditions set forth in this Request for Proposals. This contract includes the sell of interior space in the bus card area and digital monitors in buses.

3.1.3 City reserves the right to use any other portion of the buses, and more specifically, the rear exterior of the bus for advertising space for its exclusive use for any advertising, promotion or purpose it deems to be in the interests of City. City also reserves the right to use any unsold exterior bus side advertising space for its exclusive use as mentioned above.

3.1.4 Production of any advertising materials for this purpose is the responsibility of City.

3.1.5 Space availability for advertising on City vehicles may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles or new bus designs or configurations which do not allow for exterior advertising capability. Contractor is responsible for maintaining inventory and available inventory.

3.1.6 The Contractor shall employ its best efforts to develop and make sales of advertising space and shall operate a fully staffed business office within the Central Coast area that:

   a. Has experienced local ad sales force with the capability of acquiring national advertising accounts, and
   b. An office facility and work force capable of insuring proper installation, maintenance and removal of advertising displays.

3.1.7 The Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. Additionally, the Contractor shall:
a. Remove unapproved, damaged or defaced vinyls within 24 hours of notice given by the City.

b. Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated Materials refers to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.

d. 3.1.8 Contractor shall produce a rate schedule for all advertisements on transit vehicles.

3.2. SPECIFIC REQUIREMENTS

3.2.1 Location

3.2.1.1 Bus Side Advertisement.
Advertising will be permitted on exterior left and right sides of buses as described in Section 3.12. Prior to the initial installation of vinyl advertisements, City will approve the exact location for placement of an advertisement, on non-permanent adhesive vinyl material, on each type of bus in City's fleet. These locations will become the standard locations for placement of ads on buses within each subfleet through the term of the agreement.

3.2.1.2 Non-Digital Interior Advertisement.
Advertising will be permitted on the interior left and right areas of the bus card area of the bus as described in Section 3.12. Prior to installation of interior advertisement, City will approve the exact location for placement of an advertisement on non-adhesive material. Advertisement shall be English and Spanish. At any time, the City reserves the right to public and rider information in any location deemed necessary by the City. Advertisement shall comply with the City's Advertising Policy in Exhibit 2 in Section 6.

3.2.1 Digital Interior Advertisement.
Advertising will be permitted on digital media in the bus as described in Section 3.1.2. Prior to installation of interior advertisement, City will approve the exact placement of an advertisement in the data file. Advertisement shall be English and Spanish. Advertisements shall not restricts the City’s content. At any time, the City reserves the right to public and rider information in any location deemed necessary by the City. Advertisement shall comply with the City’s Advertising Policy in Exhibit 2 in Section 6.

3.2.2 Material and Appearance of Advertisement.
City requires that all exterior advertising installed as part of the proposal be of the non-permanent adhesive vinyl type, "direct application." The Contractor shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current industry standards. Additionally, each ad shall: (1) be
free from wrinkles, blisters or similar defects; (2) be "squared" to the vehicle contour lines; and (3) present a sharp and clear appearance.

3.2.3 Dimensions of Advertisement.
In no case shall the dimensions of any exterior advertising material exceed those dimensions defined in Section 3.12. Additionally, Contractor shall not allow any one exterior ad to remain adhered to any vehicle in excess of one (1) year.

3.2.4 Continuous Advertisement.
Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No “layering” of vinyl advertisements shall be permitted. The previous vinyl must be removed before application of a new vinyl.

3.2.5 Restoration of Bus Side.
Upon removal of vinyl advertisement, Contractor will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to City's vehicles, their paint schemes or exterior surface. The Contractor will be notified of any such damage and City will not proceed with repair for 72 hours after notification to the Contractor to enable the Contractor time to inspect the damage if so desired. The Contractor shall be required to reimburse City for the full dollar cost to repair any damage to City's vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the Contractor.

3.2.6 Fleet Size of Buses.
The City shall have sole discretion for assignment of buses for daily route use. Any reference in this document to any particular number or count of buses (e.g. the available fleet size) shall not be construed to carry any guarantee, expressed or implied, that any certain count of vehicles or of fleet size shall be available to the Contractor for advertising displays at any given time. Up to thirty percent (30%) of the available fleet may not be in service during peak service hours. City shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of vinyl on any vehicles in service.

3.2.7 No Route Specific Advertisements.
Advertisements should not be route specific and the Contractor shall not represent to potential advertisers that advertising can be route specific.

3.2.8 Self Promotion.
The Contractor will not be allowed to engage in unpaid self-promotion without prior written approval by the City.

3.2.9 Maintenance of Advertisements.
The City shall be solely responsible to keep and maintain all the vinyl's placed on City buses in good condition, and will bear the full cost of any and all maintenance
and repair of the vinyls. In the event the Contractor fails to satisfy the requirements of subsections C and D below, City may elect to repair, alter or remove the vinyl.

3.2.10 Placement of Advertisement.

a. No vinyl will be allowed to interfere with any safety devices, lights, signals, or distinctive logos on City vehicles. This includes, but is not limited to, reflective materials, side directional lights, side reflectors and other features. In addition, vinyls cannot interfere with the normal utilization of fuel doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance.

b. Vinyls shall not be placed over any body moldings. Vinyl applied over body panel seams shall be sliced and tucked into those seams.

c. Vinyls smaller than the allocated area shall be centered in the allocated area.

d. Vinyl shall not be placed within one (1) inch of City’s name or its logo. Upon approval by the City, Contractor may incorporate logo and/or provide a temporary logo.

3.3 DEFACED OR DAMAGED ADVERTISEMENTS

The Contractor shall develop and implement a fully staffed maintenance, cleaning, repair or replacement program plus a Quality Control Program that insures that the advertising material installed on City vehicles is in good condition at all times. More particularly, the Contractor will be required to remove immediately, but no later than 24 hours from notice given by City, any graffiti on the vinyls not removed during City’s regular, daily cleaning of the vehicles (generally vehicles are run through an automatic bus washer daily), and to make other repairs as necessary to vinyls that are otherwise damaged or defaced.

Any vehicle bearing a vinyl that is damaged, defaced or marked with graffiti that is not repaired, corrected or removed by the Contractor as required above, shall be considered unsuitable for revenue service and the Contractor will be assessed per Section 3.4.

3.4 APPROVAL AND REVIEW OF ADVERTISEMENT

3.4.1 Approval of Advertising Material. City will exercise its right to evaluate content of any or all advertising signs PRIOR to public display on any SMAT assets for appropriateness. Contractor shall not exhibit advertisement material, announcements or any other display for goods or services on City buses which, to the knowledge of the Contractor, are any of the following:

3.4.1.1 False, misleading, deceptive or relates to illegal activities, products, and/or services.

3.4.1.2 Advocates violence or crime.

3.4.1.3 Infringement of copyright, service mark, title or slogan.
3.4.1.4 Defamatory or likely to hold up to scorn or ridicule a person or group of persons.

3.4.1.5 States or implies the endorsement of a product or service by the City.

3.4.1.6 Obscene (i.e., patently offensive sexual material lacking literary, social, artistic and/or political value, that appeals to the prurient interest of a person of average sensibilities) or pornographic.

3.4.1.7 Includes language that is obscene, profane, violent, or libelous.

3.4.1.8 Promotes alcohol, pharmaceutical, firearms, weapons, and/or tobacco products.

3.4.1.9 The advertisement contains political information or local or national controversial subject or subjects not in accordance with the Statutes, Ordinances and court decisions pertaining to the City service area.

3.4.1.10 “Take One!” pads or similar devices used to distribute print information;

3.4.1.11 Images, copy or concepts that denigrate public transportation;

3.4.1.12 Advertisements concerning political, social or religious issues of any kind (including but not limited to advertisements for political candidates, legislative activities, or ballot measures);

3.4.1.13 Advertisements for adult entertainment or adult businesses;

3.4.1.14 Any advertisement which:
   i. Appears to make a personal attack on any individual, or upon any company, product, or institution or falsely disparages any service or product, or is defamatory in any respect;
   ii. Might be interpreted to be offensive to any religious, ethnic, racial, or political group;
   iii. Might be interpreted as condoning any type of criminal act, or which might be considered as derogatory toward any aspect of the law enforcement profession;
   iv. Portrays acts of violence, murder, sedition, terror, vandalism, or other acts of violence against persons or institutions; or
   v. Depicts nudity, or portions of nudity that would be considered as offensive, distasteful, pornographic, erotic, or obscene;
vi. Might be interpreted as condoning any type of discrimination; or

vii. Might be interpreted as condoning or soliciting any unlawful act or conduct.

3.4.1.15 Advertisements which are in conflict with any applicable federal, state or local law, statute, or ordinance;

3.4.1.16 Text, photographs, or any type of visual or tactual element that is associated with material which is prohibited within this policy, either as a whole or in part;

3.4.1.17 Telephone numbers, internet web addresses, mailing addresses, that direct people to material that is associated with elements that are prohibited within this policy; and

3.4.1.18 Gender specific personal hygiene products and services.

Reasonable proof of clarification of statements contained in any advertisement, exhibit material, announcement or any other display may be required by the City before approval.

The City may review its standards for displaying advertising material as outlined above and therefore the City’s policy may change. However, any change will not modify the number or size of available advertising space as otherwise set forth in this contract.

3.4.2 Review of Advertisement.
The City reserves the right to approve all advertising, exhibit material, announcements, or any other display and their manner of presentation. All advertising displays on any City vehicle by the Contractor must be acceptable to the City. All advertising must comply with industry standards for public advertising with respect to good taste, decency and community standards.

Contractor will immediately remove from the City’s premises or vehicles, at the contractor’s sole cost and expense, upon written demand of the City or its authorized representative, any display, signs, poster or other advertising material, which does not meet the requirements of Section 3.4.1. In the event that such matter is not removed within 24 hours of receipt of the written demand, the City’s authorized representative may remove said material or display and Contractor will pay any warehouse, storage rental or labor costs incurred by such action. The City or its authorized representative shall not in any way be held responsible or liable for any damage to the materials or displays so removed. The City may also elect to use the assessment for non-compliance set forth in Section 3.5 as a remedy for Contractor’s delay in removal. The City shall not be held responsible for any such removal or any other consequence thereof.
3.5 **ADDITIONAL PAYMENT(S)**

**3.5.1 Contract Conditions.** For any breach of the requirements or failure to satisfy the conditions of this Contract, City may impose an assessment in the amount of $100 per day per bus or incident.

**3.5.1 Late Payments and Reports.** Contractor shall be pay an additional fifty dollars per day per payment and report for failing to submit on said deadline.

3.6 **OFFICE LOCATION**

**3.6.1** Contractor shall provide, off City premises, an office, warehouse, and operations facilities necessary to prosecute and complete the required work, within the Central Coast area during the term of this Contract and any extensions thereof.

**3.6.2** Contractor shall provide an emergency phone number for City to reach Contractor in the case of an emergency situation. Contractor will respond to an emergency situation immediately upon the City’s request.

3.7 **LOCATIONS OF BUS FACILITIES**

City currently operates vehicles from its bus yard 1303 Fairway, Santa Maria, California.

3.8 **CONTRACTOR INGRESS AND EGRESS**

**3.8.1** Contractor shall check-in before entering and check-out upon leaving City premises or leased property with the appropriate operations personnel and on-duty maintenance supervisor.

**3.8.2** Contractor shall provide its safety equipment and company identification badges for its employees to be worn at all times while on City property.

**3.8.3** Contractor shall use a clearly identifiable vehicle for purposes of entering City property.

a. All vehicles used to install, remove or maintain the advertisements on City buses shall display a business sign on the outside of each front door, both left and right sides, signifying the name of the company authorized to perform work on City buses. The sign may be of the magnetized type. No unidentified vehicle will be allowed on City or City leased property. Private vehicles displaying the proper signage will be allowed.

**3.8.4** Unless otherwise agreed to by the City, the Contractor shall conduct all of its work on City buses between 9:00 p.m. and 4:00 a.m. on weekdays when City’s transit vehicles are not in revenue service, or between 8:00 a.m. and 5:00 p.m. on weekends. Contractor shall not interfere with City operations when installing, removing or maintaining ads.

3.9 **CONTRACTORS WORK ON CITY PROPERTY**

**3.9.1** City Property.
a. Contractor will provide all necessary parts, equipment, materials and/or tools required to perform work and will not store any parts, equipment materials and/or tools on City property.

b. City shall make every attempt to provide sufficient room between bus rows so as to allow for installation or removal of ads while buses are parked, at each applicable site. Indoor workspace is not available. City and Contractor shall agree on how best to resolve any problems arising regarding the location of buses at each applicable site. The Contractor shall perform the work in such a manner as to eliminate unnecessary noise, obstruction, hazardous conditions or other disturbances to City’s operation or its personnel. During the performance of the work, the Contractor shall bear full responsibility for the protection and safety of the public, City personnel and City equipment and facilities. Any damage arising from the Contractor’s performance of the work shall be repaired or remedied immediately at the Contractor’s sole expense.

c. Contractor shall make available the necessary number of employees to conduct the Quality Control Program required by Section 1.4.9.4.

d. During the performance of the work under this Contract, the Contractor shall keep the working area in a neat and safe condition. The Contractor shall make arrangements to dispose of any waste generated by its performance or activities off City property.

3.10 CONDUCT OF EMPLOYEES

Contractor shall insure that its officers, agents or employees while on City property or using equipment will conduct themselves in a safe and proper manner and if a complaint is made by City personnel, the Contractor will take such corrective measures as are necessary. If the Contractor does not take such corrective measures, City may deem the Contractor in breach of its obligations under the Agreement. Contractor further covenants and agrees that in the exercise of the rights and privileges granted hereunder its employees or representatives will not deface or damage the property of City or deposit or scatter any rubbish, debris, waste, litter or other material in or about said premises. The Contractor agrees to assume full liability and responsibility for actions on the part of its employees and shall pay for any clean up required to restore the property to its condition prior to entry by Contractor or as otherwise determined to be necessary by City.

3.11 WARRANTY

The Contractor assumes all responsibility for all of the materials and services provided under this Contract, whether those materials and services are provided by the Contractor, purchased ready-made, or provided by a subcontractor.

The Contractor warrants that all products and/or processes utilized in production, installation, maintenance, repair and removal of all exterior advertisements during the term of the Contract shall not damage the exterior finished surface City vehicles. In the event that damage occurs, the Contractor shall reimburse City for its actual costs of repairs (burden labor parts and materials) plus a 25%
administration overhead fee. Prior to undertaking City will provide 72 hours notice to enable the Contractor time to inspect the subject damage if so desired.

3.12 ADVERTISING DIMENSIONS

**VEHICLE FLEET**

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<tr>
<th>Purchase Date</th>
<th>Make</th>
<th>No. of Vehicles</th>
<th>Vehicle Length</th>
<th>Curb Side</th>
<th>Driver Side</th>
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<tr>
<td>2008</td>
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<td>40’</td>
<td>Queen</td>
<td>King</td>
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<td>Queen</td>
<td>King</td>
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**Exterior Bus Side Advertising Standards**

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</tr>
<tr>
<td>King</td>
<td>30” x 144”</td>
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</table>

**Available Interior Advertising**

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<th>Vehicle Length</th>
<th>No. of 11” x 17” Cards</th>
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<td></td>
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</tr>
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</tr>
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<td>3</td>
<td>40’</td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>Gillig</td>
<td>10</td>
<td>40’</td>
<td>4</td>
</tr>
<tr>
<td>2017</td>
<td>Gillig</td>
<td>2</td>
<td>40’</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>Gillig</td>
<td>3</td>
<td>35’</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>Gillig</td>
<td>1</td>
<td>30</td>
<td>3</td>
</tr>
</tbody>
</table>

*Note: No interior advertising space*
3.13 GROSS ADVERTISING REVENUE

The term “gross advertising revenue” means all monies, remunerations, and considerations of every kind received from the sale of advertising space by the Contractor in its operations as permitted under the Agreement resulting from this RFP plus the revenue equivalent from all advertising (which may not have been sold) appearing on the exterior bus side space provided by City.
SECTION 4 - SYSTEM SCHEDULES

Please refer to:
SECTION 5 – FORMS

Attention Proposers
All forms in this Section are required for the submission of proposals. Failure to submit any one form may result in the rejection of proposal.
## PROPOSAL FORM 1

<table>
<thead>
<tr>
<th>No.</th>
<th>Year</th>
<th>Tier 1 Monthly Guarantee Revenue to City*</th>
<th>Tier 2 Percentage of Gross Monthly Advertising Revenue*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FY 2018/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>FY 2019/20</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>FY 2020/21</td>
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<tr>
<td>4</td>
<td>FY 2021/22</td>
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<tr>
<td>5</td>
<td>FY 2022/23</td>
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<td>6</td>
<td>FY 2023/24</td>
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<td>FY 2024/25</td>
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<td>8</td>
<td>FY 2026/27</td>
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<td>9</td>
<td>FY 2027/28</td>
<td></td>
<td></td>
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<tr>
<td>10</td>
<td>FY 2028/29</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**PROPOSAL FORM 2 - ADDENDUM RECEIPT**

**REQUIRED**

The Proposer acknowledges that it has received the following Addenda:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
SECTION 6 - REQUIRED CERTIFICATIONS
CERTIFICATION 2.1 - CERTIFICATION OF NON-COLLUSION

By submission of this proposal, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The contents of this proposal and of any subsequently submitted best and final offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such proposal with any other offeror or with any competitor;

2. Unless otherwise required by law, the contents of the proposal and of any subsequently submitted best and final offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly, to any other offeror or to any competitor; and,

3. No attempt has been made or will be made by the offeror to induce any other person, partnership or corporation to submit or not to submit a proposal or a best and final offer for the purposes of restricting competition.

__________________________  ________________________
Offeror  Date

__________________________
Authorized Signature

Notary Acknowledgement
CERTIFICATION 2.2 - CERTIFICATION OF ELIGIBILITY

(Name of Proposer) hereby certifies that it is not included on the State of California Comptroller’s General’s list and United States Comptroller General’s Consolidated List of Persons or Firms Currently Debarred for Violations or Various Public Contracts Incorporating Labor Standard Provisions.

Signed: ________________________________
(Authorized Representative of Proposer)

Title: ________________________________

Date: ________________________________
CERTIFICATION 2.4 - CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant: (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), ______________________________________ certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or have a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

The Primary Participant (Applicant for an FTA Grant or Cooperative Agreement, or Potential Contractor for a Major Third Party Contract) ___________________________ Certifies or Affirms the Truthfulness and Accuracy of the Statements Submitted on or with this Certification and Understands that the Provisions of 31 U.S.C. Sections 3801 ET SEQ are Applicable Thereto.

________________________________________  __________________________________
Signature or Authorized Official Title or Authorized Official

The undersigned chief legal counsel for the _________________________________ hereby certifies that the _________________________________ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

________________________________________  __________________________________
Signature or Authorized Official Title or Authorized Official

________________________________________
Signature or Applicant’s Attorney Date
CERTIFICATION 2.5 - CERTIFICATION OF RESTRICTIONS ON LOBBYING

_________________________________ hereby certify on behalf of __________________________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.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, _______________________________, 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.

Executed this ______________________ day of __________________________ of 2017.

___________________________________
Signature of Authorized Official

____________________________________
____________________________
Title of Authorized Official Date
CERTIFICATION 2.6 - CERTIFICATION CONCERNING CONTROL OF CONTRACTOR’S EMPLOYEE

The Contractor, by entering into this Agreement with the City to perform or provide work services or material to the City, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent Contractor and shall have full control of the work and Contractors’ employees. Contractor and its employees in no circumstances whatsoever shall employ or be considered as an agent(s) or employees of the City. Contractor employees in circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which the City provides its own employees.

Any infraction of this Certification shall be cause for termination of this Agreement.

Signed: ____________________________  
Authorized Representative of Proposer

Title: ________________________________

Date: ________________________________
CERTIFICATION 2.7 - AFFIDAVIT CONCERNING CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

A. Conflict of Interest. The Contractor by entering into this contract with the City to perform work, services or materials to the City; has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest, and that shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representative hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require.

B. Contingent Fees and Gratuities. The Contractor, by entering into this Contract with the City to perform or proved services or material for the City has thereby covenanted, and by this affidavit does again covenant and assure:

C. That no person or selling agency except bonafide employees or designated agents or representative of the Contractor has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid; and

1. That no gratuities, in the form of entertainment, gifts or other, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

2. That no contracts or communications or lobbying effort were made by the Contractor, its agents or officers with any member of the City Council or City staff with regard to this process.

(Company Name)

By _______________________________

(Print Name and Title)

NOTARY PUBLIC ACKNOWLEDGEMENT
CERTIFICATION 2.8 - PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public contract Code Section 10162, the Proposer shall complete under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐  No ☐

If the answer is yes, explain the circumstances in the following space:

Signature of Proposer

Date:
SECTION 7 - DEFINITIONS
DEFINITIONS

ADA Related Unlinked Passenger Trips. The number of passengers who board public transportation vehicles associated or attributed to ADA compliance requirements. This is a subset of the total number of total number of unlinked passenger trips.

Actual Person Count. Full and part time employees of the transit agency, permanent or temporary, who hold approved and filled positions at the end of the fiscal year.

Actual Service. The total service operated during each time period (AM Peak, PM Peak, Midday, Other). Actual service excludes missed trips and service interruptions (e.g. strikes, emergency shutdowns), but includes non-revenue service.

Actual Vehicle Miles/Hours. The miles and hours a vehicle travels while in revenue service plus the deadhead/non-revenue service miles and hours. Actual vehicles miles/hours exclude miles and hours for charter services, school bus service, operator and maintenance testing.

Automatic Vehicle Locator (AVL). Intelligent Transportation System that is able to track vehicles by route either real-time or delayed-time.

Bus Going off Road. A non-collision incident which occurs as result of buses leaving the roadway, and for rollovers.

Chargeable Service Calls. Any occurrence that requires the Contractor to exchange a revenue vehicle with any other revenue vehicle during revenue vehicle due to any mechanical reason that does not cause an interruption of revenue service. This includes vehicle exchanges at layover points, recover points, and/or any other location and time a vehicle is on route during revenue service.

Collisions with Objects. An incident involving one or more vehicles from a transit agency with an obstacle (e.g. buildings, shopping carts, etc.) other than vehicles or persons.

Collisions with Other Vehicles. An incident involving one or more transit agency vehicles and any other vehicle.

Collisions with People. An incident in which one or more persons are involved in a collision with a transit vehicle agency vehicle or attempted/successful suicides.

Curfew and Loitering Laws. All arrests for violations of local curfew or loitering ordinances where such laws exist.

Deadhead/Non-Revenue Service. The miles and hours that a vehicle travels when out of revenue service. Deadhead/Non-Revenue Service includes leaving or returning to the
garage or yard facility, or changing routes, and when there is no reasonable expectation of carrying revenue passengers. Deadhead/Non-Revenue Service does not include charter service, school bus service, operator training, maintenance training, or travel from the route end to another bus stop for a route pull. For non-scheduled, non-fixed route service, deadhead/non-revenue service also includes the travel between the dispatching point and passenger pick-up and drop-off.

**Demand Response Services.** Scheduled curb-to-curb service that include ADA complementary paratransit.

**Driving Under the Influence (DUI).** The driving or operating of any vehicle or common carrier while drunk or under the influence of liquor or narcotics.

**Employee.** An individual who is compensated by the transit agency and whose expense is reported to the Federal Transit Administration object class 501 labor.

**Employee Work Hours.** Employee labor hours, not including fringe benefits hour such as sick leave, holidays, or vacations. Work hours include only labor hour employees of the transit agency, both full time and part time, permanent and temporary.

**Fare Evasion.** The unlawful use of transit facilities by riding without paying the applicable fare.

**Fatality.** A death confirmed within thirty days after an incident, which occurred under the collision, personal casualty, or fire categories.

**Full Time Employees.** Employees of the transit agency meeting the local definition of full time hours. Normally, these persons are entitled to receive the full benefits package.

**Global Positioning Satellites (GPS).** Matrix of satellites that are capable of locating a single vehicle or objects on earth. GPS is commonly used in conjunction with AVL and ITS systems.

**Heavy Maintenance.** Major engine and/or transmission rebuild, and exterior and interior painting of entire vehicle.

**Injury.** Any physical damage or harm to a person requiring medical treatment, or any physical damage or harm to a person reported at the time and place of the occurrence. For employees, and injury includes, incidents resulting in time lost from duty or any definition consistent with a transit agency’s current employee injury reporting practice.

**Incidents.** Collision, personal casualties, fires, and transit property damage greater than $1,000, associated with transit agency revenue vehicles; all other facilities on the transit property; and service vehicles, maintenance areas and rights-of-way (ROW).

**Intelligent Transportation Systems (ITS).** Integration of current technology to improve operating efficiency and customer information to increase usage and safety.
**Life Miles.** Miles is the sum of revenue vehicle miles, non-revenue vehicle miles, yard miles, and maintenance miles.

**Missed Service.** The difference of Vehicle Revenue Miles and Hours from Schedule Revenue Miles and Hours.

**Non-Chargeable Service Calls.** Any occurrence that requires the Contractor to exchange a revenue vehicle with any other revenue vehicle during revenue vehicle that does not cause an interruption of revenue service. This includes vehicle exchanges at layover points, recover points, and/or any other location and time a vehicle is on route during revenue service.

**Operating Labor.** The employee engaged in the operating of the transit system, categorized by their functions.

**Other Person.** An individual who is neither a patron nor an employee of the transit agency.

**Part Time Employees.** Employees of the transit agency who work less than the local definition of full time. Normally, these persons are not provided the full benefits package.

**Passenger Parking Facility.** Parking garages and passenger parking control buildings with attached fixtures, used for parking passenger automobiles while they use the transit agency’s facilities. These parking facilities are either free or available for a fee.

**Passenger Station/Bus Stop.** The buildings and shelters, with all attached fixtures used as transit passenger station facilities. Additional passenger service is frequently available in these stations (e.g. ticket/token/pass sales, transit malls, transfer facilities, intermodal terminals, deports, terminal and high occupancy vehicle facilities). This covers major terminals, wayside stations, passenger shelters, benches, and stop signs along the route.

**Patron.** A person who intends to use or has used the transit system and is on property affiliated with the transit system with the limits of the law. An employee is not a patron.

**Permanent Employee.** Employees of the transit agency meeting the local definition of part time or full time hours. Normally, these persons retain job security rights and are entitled to receive the full benefits package if working full time. Part time permanent employees may be eligible for a limited benefits package and may have job security rights.

**Personal Casualty Involving Boarding and Alighting Vehicle.** A non-collision incident boarding or alighting a transit agency vehicle (e.g. slips, falls, door closing, lifts) in which one or more person are injured or die. A boarding or alighting incident must involve physical contact between the passenger and the vehicle.
**Personal Casualty Involving Inside Vehicle.** A non-collision incident (e.g. sudden braking, unexpected swerving) in which one or more persons within the transit vehicle are injured or die.

**Personal Casualty Involving Parking Facility.** A non-collision incident in a transit agency parking facility in which one or more persons within the transit parking facility are injured or die.

**Personal Casualty Involving in Stations/Bus Stops.** A non-collision incident (e.g. involving stairs, escalators, passageways, platforms, etc.) at a station or bus stop in which one or more persons are injured or die.

**Rejection of Proposal.** Determination that proposal is non-responsive.

**Revenue Vehicle Hours/Miles.** Refer to Vehicle Revenue Miles/Hours.

**Revenue Service.** The time when a vehicle is available to the general public and there is a reasonable expectation of carrying passengers that either directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement. Vehicles operated in fare free service are considered in revenue service. Revenue service excludes non-revenue miles and hours, school bus, and charter.

**Revenue Service Interruptions for Mechanical Reasons.** Revenue service interruptions caused by failure of some mechanical element of the revenue vehicle. Revenue service interruptions for mechanical reason include breakdowns of: air equipment, brakes, body parts, doors, cooling system, heating system, electrical units, fuel system, engine, steering and front axle, rear axle, and suspension, and torque converters. These revenue service interruptions require assistance from someone other than the revenue service operator to restore the vehicle to an operating condition. Further they usually require the transfer of the passengers to another vehicle for the completion of their trip.

**Revenue Service Interruption for Other Reasons.** Revenue service interruptions caused by tire failure, farebox failure, wheelchair lift failure, air conditioning system, out of fuel-coolant-lubricant, and other causes not included in revenue service interruptions for mechanical reason.

**Roadcalls.** Roadcalls is defined to be any interruption in revenue service caused by mechanical, for other reasons, and service calls. Roadcalls incorporate Revenue Service Interruptions for Mechanical Reasons and Revenue Service Interruptions for Other Reasons as defined by the Federal Transit Administration.

**Route End.** The point or bus stop when the bus ends route service.

**Route Pull.** The point or bus stop when the bus begins revenue service.
Scheduled Start Time. The time a revenue vehicle begins operating revenue service at a service stop with the reasonable expectation of carrying passengers that either directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement. Vehicles operated in fare free service are considered in revenue service.

Scheduled Revenue Service. The total service schedule to be provided for picking up and discharging passengers. Scheduled revenue service is computed from internal transit agency planning documents (e.g. run paddles, public timetables).

Service Calls. Any occurrence that requires the Contractor to exchange a revenue vehicle with any other revenue vehicle during revenue vehicle that does not cause an interruption of revenue service. This includes vehicle exchanges at layover points, recover points, and/or any other location and time a vehicle is on route during revenue service.

Transit Property. All facilities which are directly controlled by a transit agency (transit agency is responsible for cleaning or maintaining) or provided to a transit agency for it use by another public or private entity (formal or informal agreement with the owner wherein services or facilities are provided to benefit the transit agency). This includes stations, exclusive rights-of-way, bus stops, and maintenance facilities.

Transit Property Damage. Any damage to transit property that requires the repair or replacement of transit property, agency vehicles, or facilities to a state equivalent to that which existed prior to the incident.

Temporary Employees. Employees of the transit agency working full time or part time hours, but only for a limited period of time for the completion of a set task or period. These persons are usually not entitled to receive any benefits and do not have any job security rights. Persons employed through a temporary employment agency are not temporary employees of the transit agency.

Trespass. To unlawfully enter land, a dwelling, or other real property.

Vandalism. The willful or malicious destruction, injury, disfigurement, or defacement of any public or private property, real or personal, without consent of the owner or person having custody or control by cutting, tearing, breaking, marking, painting, drawing covering with filth, or any other such means as may be specified by local law.

Vehicle Revenue Miles/Hours. The miles and hours a vehicle travel while in revenue service. A transit vehicle is in revenue service only when the vehicle is available to the public and there is a reasonable expectation of carrying passengers that either directly pay fares, are subsidized by public policy, or provide pay through some contractual arrangement. This does not imply that a cash fare must be paid. Vehicles in free fare service are considered in revenue service. Vehicle revenue miles/hours exclude travel to and from storage facilities, training operators prior to revenue service, road tests and deadhead/non-revenue travel, as well as school bus and charter services. Vehicle revenue mile/hour includes layovers and recovery time.
Unlinked Passenger Trips. The number of passengers who board public transportation vehicles.
APPENDIX 5 - CITY OF SANTA MARIA’S MISSION STATEMENT

City of Santa Maria

Mission Statement

To provide the highest quality service in the most efficient, cost-effective, and courteous manner possible.

ORGANIZATIONAL VALUES

| TEAMWORK | We believe in the value of teamwork and a spirit of cooperative effort from all employee levels within the organization. |
| SERVICE  | We are committed to providing excellent service to the public in the most responsive, efficient, and effective manner. |
| PEOPLE   | We strive to treat all people with dignity, respect, and fairness. We believe that the employees of the City are our most valuable resource. Each employee’s contribution is the key to our success. |
| COMMUNICATION | We believe in simplicity, accuracy, and clarity in communications with the public and each other. We encourage the open exchange of ideas and information among all employees. |
| INTEGRITY | We are dedicated to high ethical and moral standards and uncompromising honesty in our dealing with the public and each other. |
| FISCAL   | We are committed to a financially responsible local government, one that is cost conscious and concerned about the effective and efficient delivery of services to the public. |
| PROFESSIONAL | We believe in high professional standards and attitudes which dictate an objective analysis of issues, free of our personal biases. |
| PROGRESSIVE | We value innovation and creativity and support an orientation for change and reasonable risk-taking at all levels of the organization. |
| RESPONSIVE | We strive to be a responsive City organization, dedicated to maintaining a well trained and competent work force that is in touch with the needs of the community to enhance the quality of life in our city. |
APPENDIX 6 - HARASSMENT PREVENTION

CAM 1990-03
Revised June 1, 2017
Page 1

CITY ADMINISTRATIVE MEMO

MEMO TO: Department Heads
FROM: City Manager
SUBJECT: HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY

I. PURPOSE:
The purpose of this policy is to emphasize the City’s commitment to: keeping its workplace free of harassment, discrimination, and retaliation; to define the City’s policy and procedures regarding harassment, discrimination, and retaliation by or against any employee of the City; and to provide notice to all employees about said policy and procedures.

II. POLICY STATEMENT:
The City prohibits harassment, discrimination, and retaliation by employees at all levels of the organization against other employees, job applicants, contractors, consultants, or members of the public. Further, the City also prohibits harassment, discrimination, and retaliation against employees by non-employees with whom the City’s employees have a business, service, or professional relationship. This policy establishes procedures for employees who feel they have been subjected to harassment, discrimination, or retaliation to pursue their complaints.

As part of the City’s continuing efforts to ensure full equal employment opportunity and conform to Title VII of the Civil Rights Act of 1964, and pursuant to the guidelines issued by the Equal Employment Opportunity Commission, and the regulations issued by the California Fair Employment and Housing Commission, this policy shall be distributed to all current and future employees. Title VII of the Civil Rights Act of 1964 is not a “general civility code.” To that end, claims of harassment, discrimination, or retaliation under this policy must be found to be based on the employee’s statutorily protected classification or activity.

The City’s policy is one of “Zero Tolerance” for any form of discriminatory harassment or retaliation. An employee who is determined to have harassed, discriminated, or retaliated against another person while pursuing a City activity, either on or off duty, or otherwise violated the provisions of this policy, may be subject to disciplinary action, up to and including termination. In addition, an employee found to have submitted a capricious or malicious complaint may be subject to disciplinary action, up to and including termination, as such actions may
also constitute prohibited harassment, discrimination, or retaliation. For purposes of this policy, and consistent with the City's "Zero Tolerance" policy, it is not necessary that the conduct complained about actually rises to the level of unlawful harassment or retaliation for such conduct to be a violation of the City's policy. Thus, even if objectionable conduct is determined not to be unlawful harassment or retaliation, the employee who engaged in such conduct may still be subject to remedial action and/or discipline up to and including termination in accordance with the City's Disciplinary Policy.

III. DEFINITIONS:

1. **Adverse Employment Action:** "Adverse employment action" is an action taken by a supervisor against an employee that substantially and materially alters the terms or conditions of employment or that tends to limit or impede protected activity. Examples of adverse employment actions may include, but are not limited to, any of the following:
   a. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of protected activity;
   b. Refusing to hire an individual because of protected activity;
   c. Denying promotion to an individual because of protected activity;
   d. Taking any form of disciplinary action because of protected activity;
   e. Extending a probationary period because of protected activity;
   f. Altering work schedules or work assignments because of protected activity.

2. **Complaint:** An allegation brought forth by an employee, that there has been a violation of the City's Harassment Prevention Policy.

3. **Employee:** For the purposes of this CAM only, an employee shall mean a paid City employee, an independent contractor serving as a temporary City employee, and/or a City volunteer.

4. **Protected Activity:** "Protected activity" is any action that an employee is permitted to engage in under the law in his/her capacity as an employee and includes, but is not limited to the following types of activities:
   a. Filing a complaint with a Federal or State enforcement or administrative agency;
b. Participating in or cooperating with a Federal or State enforcement agency that is conducting an investigation of the City regarding alleged unlawful activity;

c. Testifying as a party, witness, or accused regarding alleged unlawful activity;

d. Associating with another employee who is engaged in any protected activity;

e. Making or filing an internal complaint with the City regarding alleged unlawful activity;

f. Providing informal notice to the City regarding alleged unlawful activity;

g. Calling a governmental agency's "whistleblower hotline."

5. **Protected Classifications:** This policy prohibits harassment because of an individual's protected classification. "Protected classification" includes actual or perceived race, color, religious creed, sex, sexual orientation, gender, gender identity, gender expression, genetic information, pregnancy, military or veteran status, marital status, registered domestic partner status, national origin, ancestry, physical or mental disability, medical condition, age, or any other basis protected by California or Federal law.

6. **Harassment:** Harassment is a form of discrimination. For the purpose of this policy, harassment is defined as unwelcome and unsolicited behavior on the basis of an individual's statutorily protected classification that is so severe and/or pervasive that it creates a hostile or abusive working environment, and interferes with an employee's ability to do his or her job. An environment may be hostile if unwelcome behaviors, sexual or other, are directed specifically at an individual, or if an individual witnesses discriminatory harassment in his/her immediate surroundings.

7. **Retaliation:** Retaliation occurs when an employee engages in a protected activity and experiences an adverse employment action that is directly and causally related to the protected activity. Employees shall not be subjected to retaliation for opposing harassment, or for filing a complaint, or otherwise participating in an investigation, proceeding or hearing conducted by the City, or another agency regarding allegations of harassment.

8. **Sexual Harassment:** Sexual harassment is a form of harassment on the basis of gender, and may involve the behavior of a person of either sex against a person of the opposite or same sex, and occurs when such behavior constitutes unwelcome sexual advances, unwelcome requests for sexual favors, and other
unwelcome verbal, physical, or visual occurrences of a sexual nature. In addition to those examples set forth below in the Guidelines for Identifying Harassment, examples of sexual harassment include:

a. **Quid Pro Quo:** Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual’s employment; Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual’s welfare.

b. **Hostile Environment:** A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. Such conduct has the purpose or effect of substantially interfering with an individual’s welfare or work performance, or creates an intimidating, hostile, offensive, or demeaning work environment.

**IV. GUIDELINES FOR IDENTIFYING HARASSMENT:**

Depending upon the circumstances, a single act of discriminatory harassment, as defined below, can violate this policy. Forms of discriminatory harassment are:

1. **Verbal Harassment:** Includes, but is not limited to, epithets, jokes, derogatory or other unwelcome comments communicated to or about the employee on the basis of an individual’s protected classification.

2. **Physical Harassment:** Includes, but is not limited to, assaulting, excessive staring, inappropriate or offensive touching, impeding or blocking movement, or any physical interference with normal work or movement of the employee, when directed at the employee on the basis of an individual’s protected classification.

3. **Visual or Written Forms of Harassment:** Includes, but is not limited to, derogatory material, posters, notices, bulletins, cartoons, drawings, or any pictorial or written depiction including, but not limited to: graffiti, reading materials, computer graphics, or electronic media transmissions, based upon an individual’s protected classification.

4. **Hostile Environment:** A work environment that is permeated with insults or abuse, sexually oriented talk or innuendo, not relevant to the subject matter of the job and based upon an individual’s protected classification. An environment may be hostile if unwelcome behavior is directed specifically at an individual or if the individual merely witnesses discriminatory harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual’s work.
V. RESPONSIBILITIES:

Individual Employees:

Employees should note that courts have ruled that a sexual harasser may be found personally liable to the victim of the harassment. As such, all employees are responsible to:

1. Act professionally and refrain from harassing conduct;

2. Understand and follow the City’s Harassment, Discrimination, and Retaliation Prevention Policy;

3. Promptly report any conduct which fits the definition of discriminatory harassment as defined herein, including but not limited to: sexual harassment, verbal harassment, and physical harassment. The report should be made to the supervisor(s), or appropriate authority figure, as provided in this policy, whether or not reported by the individual who is the object of the harassment;

4. Review on an annual basis with his/her supervisor and seek clarification of the summary of this policy, and sign a form which acknowledges that s/he has read and understands the City’s Harassment, Discrimination, and Retaliation Prevention Policy and complaint procedure;

5. Cooperate with any investigation of any alleged act of discriminatory harassment conducted by the City or its agents, including not destroying any evidence relevant to an investigation of harassment discrimination;

6. Not use peer pressure to discourage employees who believe they are the victims of harassment, from complaining to the appropriate authorities regarding the harassment.

Management and Supervisory Employees:

In addition to the responsibilities listed above for individual employees, management and supervisory personnel are responsible to help prevent harassment, discrimination, and retaliation in their departments and areas of responsibility. In that regard, managers and supervisors are to:

1. Inform everyone who works for them that harassment and retaliation is against the law, is a form of employment discrimination, and that the City may be held responsible if any City employee is found guilty of harassment. This is equally true for other types of discrimination.

2. Ensure that supervisory staff receives the appropriate training with regard to this policy and demonstrate an understanding of this subject matter, including
the provisions of this policy. In accordance with Government Code Section 12950.1, the City shall provide at least two hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees. Such training shall be required every two years. Newly hired supervisors shall receive training within six (6) months after assuming a supervisory position. Furthermore, supervisors are responsible to avail themselves of training opportunities.

3. Establish and communicate the expectation that all staff will adhere to a standard of conduct that is respectful and courteous to other employees and creates a work environment free of harassment.

4. Be responsive and take immediate documented steps to investigate complaints, observations, or knowledge of harassment in a professional manner. Immediately notify the City Manager, Director of Human Resources and Records, or Human Resources Manager if any level of complaint (formal or informal) is filed. Work with the City Manager's Office to resolve the complaint to the best of your ability, and as quickly as possible. Consult with the City Manager, Director of Human Resources and Records, or Human Resources Manager immediately should any questions arise.

5. Inform all employees about the City's Harassment Complaint Procedure.

6. Understand that managers and supervisors are held to a higher standard in regard to workplace conduct; therefore, they must set the example, and as such, shall treat employees with respect and consideration and shall not engage in actions or behaviors that violate or encourage violation of this policy. For this reason, romantic or sexual relationships between supervisors and their subordinates are to be avoided. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees.

7. Be aware that managers and supervisors are responsible for acts of illegal harassment in the workplace by employees and non-employees, and become personally legally liable when the manager/supervisor knows, or should have known, of the conduct but fails to take immediate and appropriate corrective action.

8. The City will take disciplinary action, up to and including termination, against any supervisor who fails in his/her responsibility to take immediate action in response to an employee's complaint of harassment, or conduct related to harassment, about which the supervisor has knowledge, or should have knowledge.
VI. POLICY VIOLATIONS:

Violations of this policy shall constitute just and reasonable cause for discipline, up to and including termination, in accordance with the City's applicable Disciplinary Policy. All department heads, managers, and supervisors are responsible for implementing and monitoring compliance with this policy.

VII. CONFIDENTIALITY:

The City recognizes that confidentiality is important to all parties involved in a harassment investigation. All personnel shall maintain confidentiality about complaints in order to protect the parties involved, and information shall not be disclosed, other than to assist those conducting an official City investigation. Information related to the investigation and complaint shall be kept confidential, to the extent possible.

An employee who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by the City Manager or the official investigator. Any employee who discusses the content of an investigatory interview will be subject to discipline up to and including termination.

VIII. PROCEDURES FOR FILING A COMPLAINT:

Informal Complaint Process:

Ideally, if the employee is comfortable doing so, s/he may process the complaint informally, through the normal departmental chain-of-command. Although following the normal chain-of-command is encouraged, it is not required.

Nothing shall prohibit an employee from bypassing the informal complaint process and filing a formal complaint. The informal complaint process should be bypassed if the Department Head may be responsible for, or be a significant witness to, the harassment. The informal complaint process should also be bypassed if the City Manager, Director of Human Resources and Records, or Human Resources Manager may be responsible for, or be a significant witness to, the harassment.

Typically, an employee who feels s/he has a complaint under this policy, should tell the offending individual that his/her behavior is unwelcome, offensive, or inappropriate. If advice to the offending individual is not effective, or if the employee is reluctant to make such a statement to the offending individual, s/he should immediately discuss the matter with his/her immediate supervisor. If the immediate supervisor may be responsible for the alleged harassment, discussion of the complaint should begin with the Department Head. Management personnel, upon being notified of a harassment complaint, are responsible to notify the management staff of the City Manager's Office that a complaint has been filed,
investigate as soon as possible upon receiving the complaint, and take the steps necessary to resolve the complaint.

If, at any time after the discussion with the immediate supervisor or Department Head, the employee does not believe the problem has been satisfactorily resolved and/or is not comfortable with proceeding through the chain-of-command, the employee should present the complaint directly to the Director of Human Resources and Records. The Director of Human Resources and Records' responsibility is to:

1. Counsel the employee and outline the options available, and

2. Assist the employee in bringing the matter to the attention of the appropriate departmental official to resolve the complaint at the earliest possible date.

If the employee does not agree with the proposed resolution of the complaint, s/he may then file a formal complaint.

**Formal Complaint Process:**

An employee, who feels s/he has been harassed in violation of this policy, may file a complaint with (1) the Department Head, or (2) the Director of Human Resources and Records. The employee shall file the formal complaint with the Director of Human Resources and Records if the Department Head is named as a person responsible for, or is a significant witness to, the alleged harassment. The employee shall file the formal complaint with the City Attorney if the City Manager, Director of Human Resources and Records, or Human Resources Manager is named as a person responsible for, or is a significant witness to, the alleged harassment.

This initial report may be oral or written. However, a written and signed statement of the complaint must be submitted to one of the two officials named above, by the complaining employee, to initiate a formal investigation into the matter, wherein all parties will be accorded appropriate due process.

Copies of the signed statement shall be made available to the Department Head, the Director of Human Resources and Records, or the City Attorney, depending upon the parties involved in the alleged harassment. In the case of an oral report, the Director of Human Resources and Records or his/her designee may gather the pertinent information concerning the allegation and prepare a written statement constituting the complaint, for the approval and signature of the complainant.

Within seven (7) working days of receipt of the signed, written complaint, an impartial qualified individual shall be appointed by the City Manager to conduct an objective investigation and shall proceed as follows:
1. The investigator shall contact the person(s) who allegedly engaged in harassment and inform him or her of the basis for the complaint and give the individual an opportunity to respond, unless the investigator believes the investigation will be compromised by first contacting the subject of the investigation.

2. That person shall have seven (7) working days to respond to the complaint orally, in writing, or both. The response shall be directed to the complaint investigator. In the case of an oral response, the investigator may prepare a written statement for the approval and signature of the person who allegedly engaged in harassment.

3. Upon receipt of the response, the investigator will again review, research and investigate, as necessary, to determine whether harassment has occurred. The investigation may be expanded to include interviews with witnesses and supervisors, and gather and review documented evidence, as appropriate. The investigation shall be completed in the least time possible to affect a thorough and complete investigation, without any unreasonable delays.

4. The Director of Human Resources and Records will track the complaint's progress.

5. Said investigation shall be conducted in accordance to the procedures herein and in compliance with the Police Officer's Bill of Rights and the Fire Fighter's Bill of Rights.

**IX. PROCEDURES UPON COMPLETION OF THE INVESTIGATION:**

Within seven (7) working days of completion of the investigation, the Department Head and the Director of Human Resources and Records (or the City Attorney, if the City Manager, Director of Human Resources and Records, or Human Resources Manager is the subject of the investigation), shall meet to review the findings and consider the appropriate action to be taken. If harassment is proven, there must be prompt and effective remedial action.

1. First, appropriate action must be taken against the harasser and communicated to the complainant. Actions may include discipline, up to and including termination.

2. Second, steps must be taken to prevent further harassment.

3. Third, appropriate action must be taken to remedy the complainant's loss, if any.

The City Manager's Office represents the final level of investigation and complaint resolution.
The investigator, upon direction from the Director of Human Resources and Records, shall also have the ability to conduct an independent investigation prior to contacting the individual who allegedly engaged in harassment or retaliation.

The Department Head shall have the authority to determine what action will be taken after consultation with the management staff of the Human Resources Office and the Director of Human Resources and Records, including disciplinary action pursuant to the City’s Disciplinary Policies.

In such cases where the Department Head is excluded, the authority to recommend what action to take shall rest with the Director of Human Resources and Records. The recommendation shall be submitted in writing to the City Manager for his/her consideration, who shall take appropriate action.

The City Manager shall have the ability to effect temporary transfers or initiate administrative leave with pay for any employee involved in any aspect of the harassment complaint, until the complaint is resolved and/or all levels of appeal have been exhausted. The City Manager shall have the ability to temporarily suspend any volunteer involved in any aspect of the harassment complaint, until the complaint is resolved. The City Manager shall also have the authority to impose reasonable and lawful requirements upon employees, regarding workplace behaviors, while a harassment complaint is being investigated and resolved. Such actions will ensure that employees conduct themselves appropriately and in a manner to be reasonably expected in the work environment. These provisions are intended to encourage the continuation of a harmonious work environment, while a harassment complaint is being investigated and resolved.

X. **OUTSIDE SCOPE OF EMPLOYMENT:**

Courts have ruled that a sexual harasser may be found personally liable to the victim of the harassment. Furthermore, any employee committing harassment, as defined in this policy, will be deemed by the City to be acting outside the scope of his or her employment or volunteer activity.

XI. **OUTSIDE AGENCIES:**

Utilizing this policy and procedure does not waive an employee’s right to pursue action with the agencies listed below or to initiate civil action. However, in order to give the City the opportunity to correct discriminatory or harassing situations, employees are encouraged to exhaust the administrative procedure for filing a complaint, as described in this policy. Employees may also direct their complaints to the following external agencies:

California Department of Fair Employment and Housing (DFEH)
(800) 884-1684, or visit their web site at [www.dfeh.ca.gov](http://www.dfeh.ca.gov)
Equal Employment Opportunity Commission (EEOC)
(800) 669-4000; or visit their web site at www.eeoc.gov

The DFEH serves as a fact-finder and attempts to help employers and employees to voluntarily resolve unlawful discrimination or harassment disputes.

If the DFEH finds evidence of illegal discrimination or harassment, it may file a formal accusation against the employer and the alleged harasser. The accusation will lead to either a public hearing before the Fair Employment and Housing Commission (FEHC), or a lawsuit filed on the complainant's behalf by the DFEH.

If the FEHC finds that unlawful discrimination or harassment occurred, it can order remedies, including fines or damages for emotional distress from each employer or harasser found to be at fault. The FEHC may also order hiring or reinstatement, back pay and benefits, promotions, and changes in the policies or practices of an employer.

Victims of unlawful discrimination or harassment may be entitled to damages even though they have not been denied an employment opportunity, pay or benefits. If unlawful discrimination or harassment occurs, the City may be liable for the conduct of its managers, supervisors, employees, and non-employees. Harassers and management representatives who condone or ratify unlawful discrimination or harassment may be held personally liable for their misconduct.

RICHARD J. HAYDON
City Manager
APPENDIX 7 - POLITICAL ACTIVITIES

CAM 71-11
Revised October, 1992

MEMO TO: Department Heads
FROM: City Administrator
SUBJECT: POLITICAL ACTIVITIES BY CITY EMPLOYEES

The following will serve as a guide regarding political activity by City employees. Political activity is defined as "seeking, lobbying for, recruiting for, or opposing an individual’s election or appointment for an officer of a government body, or promoting the passage of, or defeat of, a ballot measure." Specific questions by employees, not covered below, should be called to the attention of department supervisors and Department Heads.

The Government Code of the State of California provides the following restrictions on political activities of municipal employees:

1. Officers and employees of the City may not solicit or receive political contributions on City property or during their actual hours of employment.

2. Officers and employees of the City are prohibited from participating in political activities while in uniform or during the hours of employment.

3. Nominees or candidates for offices of the City are prohibited from promising employment benefits to officers or employees of the City.

4. Nominees or candidates for offices of the City are prohibited from directly or indirectly using, promising, threatening, or attempting to use any office, authority or influence to obtain change in position or compensation for any individual, upon consideration or condition of the vote or political action of such person or upon any other corrupt condition or consideration.

WAYNE SCHWAMME

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APPENDIX 8 - CODE OF ETHICS

City of Santa Maria Code of Ethics

Preamble
The residents and businesses in Santa Maria are entitled to have a fair, ethical and accountable local government that has earned the public's full confidence for integrity. The proper operation of democratic government requires that public officials be independent, impartial and responsible in their judgement and actions to the people.

City employees are also in a position of public trust and have an obligation, even higher than the private sector, to do their jobs well in the spirit of public service. As such, City officials and employees shall conduct themselves in an ethical manner, both on and off the job, and in a manner that does not present the appearance of a conflict of interest.

In recognition of these goals, the City Council has adopted the following Code of Ethics. For ease of reference, “City” shall refer to the City of Santa Maria; “officials” herein shall refer to any and all members of the City Council or any member of a City board or commission; and “employees” shall refer to all City employees.

The Code of Ethics

1. Act in the Public Interest
Recognizing that stewardship of the public interest must be their primary concern, officials and employees will work for the common good of the people of Santa Maria and not for any private or personal financial business interest. Officials and employees will assure fair and equal treatment of all persons, claims and transactions.

2. Comply with the Law
Officials and employees shall comply with the laws of the United States of America, the State of California and the City of Santa Maria in the performance of their public duties. These laws include, but are not limited to: the United States and California Constitutions; the Santa Maria Municipal Code; the Charter of the City of Santa Maria, laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government, as well as other City resolutions and policies.

3. Conduct
The professional and personal conduct of officials and employees must avoid the appearance of impropriety. Officials and employees shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other officials, employees or the public.
Conduct (con’t)
Officials and employees should conduct their official and private affairs so as not to give a reasonable basis for the impression that any such fellow official or employee can be improperly influenced in the performance of his/her duties. Officials and employees should not be a source of embarrassment to the City and should avoid even the appearance of conflict between their public duties and private interests. Officials and employees will make impartial decisions, free of bribes, unlawful gifts, narrow political interests and be truthful in what they say and do.

4. Use of Public Resources
Officials and employees shall not use public resources not available to the public in general, for private gain or campaign purposes.

Officials and employees shall use City or departmental letterhead for official City business-related purposes only.

Officials and employees will use their title(s) only when conducting official City business, for information purposes, or an indication of background and expertise, carefully considering whether they are exceeding or appearing to exceed their authority.

Public resources should only be used when authorized by the City Manager and/or his/her designee and when there is a benefit to the City for the use of such resources in a community event or activity.

5. Conflict of Interest
To assure their independence and impartiality on behalf of the common good, officials shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. Employees must avoid conflicts of private interests with public duties and responsibilities and shall not do indirectly what may not be done directly.

In accordance with the law, officials shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist. Employees occupying designated positions are required to file an annual statement of financial interests with the City as prescribed by the Conflict of Interest Code as adopted by the City.

Any official will disqualify him/herself from participating in the decision-making process in all matters where a conflict of interest arises. Officials may want to disqualify him/herself from participating in the decision-making process in matters where there is the appearance of a conflict of interest. This does not preclude, however, the right of any individual to participate in the deliberations as a member of the general public.
6. **Gifts and Favors**
   Officials and employees shall not take special advantage of services or opportunities for personal gain, by virtue of their position with the City, which is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits that might compromise their independence of judgement or action or give the appearance of being compromised.

7. **Confidentiality**
   Officials and employees shall respect the confidentially of information and shall refrain from disclosing confidential information concerning litigation, personnel, property, or other affairs of the City, without proper legal authority, nor use such information to advance their financial or other private interests.

   Confidential information means all information, whether transmitted verbally or in writing, which is of a nature that it is not, at that time, a matter of public record or public knowledge, including those items described in the California Public Records Act (Government Code 6254), items from closed sessions under the Brown Act (Government Code 54950 et seq.) and items subject to the attorney-client privilege.

8. **Outside Employment**
   The City recognizes the rights of employees to engage in activities outside of their City employment that are of a private nature and unrelated to City work. However, employees are expected to devote their best efforts to the interests of the work of the City and to the conduct of its affairs. Therefore, employees are permitted to engage in outside employment provided that such employment is not detrimental, incompatible or an interference with his/her official City duties or performance.

   Employees who have a second job or may take one in the future are to discuss it with their supervisor and complete a Request to Engage in Outside Employment Form. This full disclosure must be followed to assess and prevent potential conflicts of interest from arising.

9. **Cost Control**
   To effectively conserve City resources, officials and employees will attempt to use the most reasonable, economical, direct and efficient cost of transportation, lodging, meals, telecommunication, and parking when conducting City business for which the City may reimburse them.

10. **Conduct of Public Meetings**
    Officials and employees shall prepare themselves for public issues, listen courteously and attentively to all public discussions before them and focus
Conduct of Public Meetings (con’t)
on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business before them or otherwise interfering with the orderly conduct of meetings. Officials shall also base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

11. **Representation of Public Interests**
In keeping with their role as stewards of the public interest, officials shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City. Officials shall also represent the official policies and positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, officials shall explicitly state they don not represent their body or the City, nor will they allow inference that they do.

12. **Compliance and Enforcement**
Officials and employees have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. This Code of Ethics becomes most effective when officials and employees are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientation for newly elected and appointed officials, boardmembers and commissioners, as well as for all City employees.

The Mayor and chairs of boards and commissions have the additional responsibility to intervene when actions of fellow officials appear to be in violation of the Code of Ethics and are brought to their attention. If the Mayor is the subject of the complaint, the Mayor Pro Tem shall be responsible for completing the required investigation and report, and to present the report or findings to the City Council. If the chairperson of one of the City’s boards or commissions is the suspect of a complaint, the vice chairperson shall be responsible for completing the required investigations and report, and to present the report or findings to their respective board/commission. The City Manager or his/her designee shall investigate alleged violations of the Code of Ethics when they involve City employees.

The City Council may impose sanctions on officials whose conduct does not comply with the City’s ethics standards, such as formal censure; loss of committee, board or commission assignment; or budget restriction. The City Council may also remove members of boards and commissions from office based on such a finding. However, it should be noted that a violation
Compliance and Enforcement (con’t)
of this Code of Ethics does not, by itself, necessitate the basis for challenging the validity of a Council, board or commission decision.

As with officials, employees too, shall comply with these ethics standards, as the City may impose discipline on employees whose conduct does not comply with this Code of Ethics. Employees are to be familiar with City standards and statutory provisions relating to ethical and other standards of conduct. Employees are expected to secure the advice from their department head or the City Manager when in doubt about the meaning or application of any conduct requirement applying to their particular situation.