

PARTICIPATION AND REIMBURSEMENT AGREEMENT

REDUCED FARE TAXI SERVICE PROGRAM

Liberty Transit, Inc.

This Participation and Reimbursement Agreement (“Agreement”) is made this ___ day of _____ 2023 between the City of Fairfield, a California municipal corporation, hereafter referred to as “CITY” and Liberty Transit, Inc. hereafter referred to as “CONTRACTOR”.

WHEREAS, CITY operates a reduced fare taxi service program, which provides reduced fare taxi services for qualified residents in the City of Fairfield (the “Program”), and

WHEREAS, CONTRACTOR provides taxi services in the City of Fairfield and desires to participate in the Program;

NOW, THEREFORE, IT IS AGREED as follows:

1. SUMMARY OF THE PROGRAM. CITY agrees to subsidize taxi services for eligible residents rendered twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. CITY is implementing a taxi scrip (“Taxi Scrip”) method of payment for all taxi trips taken under the Reduced Fare Taxi Program. For purposes of this Agreement, Taxi Scrip is a paper voucher with a monetary value that may be used as payment for eligible taxi trips taken under the Reduced Fare Taxi Program. Taxi scrip will be sold by CITY to residents of Fairfield who are eligible to participate in the Reduced Fare Taxi Program.

2. DUTIES OF CONTRACTOR. CONTRACTOR hereby agrees to accept Taxi Scrip as payment for taxi service rendered twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, subject to the terms and conditions hereinafter set forth. CONTRACTOR shall make the reduced fare taxi service available only to eligible Fairfield residents, as more particularly set forth Exhibit A (Scope of Work), attached hereto and by reference incorporated herein. CONTRACTOR shall comply with Exhibit A (Scope of Work) in the provision of taxi services pursuant to the Program.

3. TERM. This Agreement shall be effective the date of this agreement and shall expire on June 30, 2024. The Agreement may be automatically extended for a maximum of four (4), three (3) month periods upon mutual agreement of CONTRACTOR and CITY.

4. REIMBURSEMENT. Monthly, CITY shall pay to CONTRACTOR the full fare for the eligible taxi trips provided during the prior calendar month for which Taxi Scrip was accepted as payment, in accordance with the procedures in Section 5 of this Agreement. The maximum amount of compensation to be provided pursuant to this Agreement shall not exceed \$121,800.

5. PAYMENT OF COMPENSATION. On or before the tenth (10th) day of each month, CONTRACTOR will submit to CITY an invoice requesting reimbursement for the eligible taxi trips provided during the prior calendar month for which Taxi Scrip was accepted as payment. The

invoice shall be accompanied by the Taxi Scrip collected during the preceding calendar month and copies of the manifest detailing the taxi trips provided pursuant to the Program. Failure to provide all these items by the 10th day of each month will result in a 10% deduction per day of the amount of payment CONTRACTOR will receive, until received by CITY.

6. CITY will count and verify the Taxi Scrip submitted and review the invoice and back-up information for completeness and accuracy, within ten (10) business days of receipt of the invoice and supporting documentation. If the initial submittal is complete and accurate, CITY will pay CONTRACTOR an amount equal to the fares for which Taxi Scrip was accepted, within thirty (30) days of receipt of the invoice and supporting documentation.

If there are discrepancies (i.e., expired DART cards, inaccurate account of mileage for the trip, ADA numbers that are not in the system, etc.), CITY will return the invoice and manifest to CONTRACTOR for correction. Discrepancies must be corrected by the CONTRACTOR and returned to CITY within ten (10) business days after CONTRACTOR received notification of the discrepancies. Upon resubmittal of the invoice and supporting documentation by CONTRACTOR, CITY will review the invoice and supporting documentation for completeness and accuracy within ten (10) business days. Failure to provide a complete and accurate invoice to CITY in the second submittal will result in a ten percent (10%) reduction of the amount of payment CONTRACTOR will receive. If a third submittal to correct discrepancies is necessary, there will be a twenty percent (20%) reduction of the amount of payment CONTRACTOR will receive. Each subsequent submittal will result in an additional payment reduction of ten percent (10%) per resubmittal. This is in addition to any reduction caused by an original late submittal after the 10th day of each month.

CITY uses transit grant funding to support the Reduced Fare Taxi Program. To maintain its transit grants, CITY has to meet strict reporting and audit requirements. Accordingly, accurate, timely reports and invoices from CONTRACTOR are critical for the program to be sustainable.

7. QUALITY OF SERVICE. CONTRACTOR shall provide taxi service for which it accepts Taxi Scrip in a timely and first-class manner, providing excellent customer service to its fares.; CONTRACTOR shall not sacrifice any standards in order to reduce costs. CONTRACTOR shall manage the operation of the service in accordance with operating policies and procedures developed by CITY and shall comply with all CITY ordinances applicable to taxi service. CITY may request either a written update or a site visit to CONTRACTOR's office to review all internal CONTRACTOR policies and driver training, including policies and training covering customer service and proper billing procedures. If the CITY determines in its sole discretion that additional policies or training are needed, it may require CONTRACTOR to implement such policies or training.

8. APPLICABLE CITY REGULATIONS. Passenger and trip fares, rates, taxi charges, operating procedures, and quality of service of all taxi services are controlled by specific ordinances for CITY, which are administered and enforced by the Police Department. CITY, through its Public Works Department, will oversee all special requirements and rules governing the operations of the Reduced Fare Taxi Program. CONTRACTOR shall advise CITY of matters of

importance and make recommendations when appropriate; however, final authority shall rest with CITY.

9. EQUIPMENT AND VEHICLES. CONTRACTOR shall maintain all equipment and vehicles in a safe and workable condition. The equipment and vehicles shall present a good appearance at all times. CONTRACTOR shall maintain and operate the vehicles at its expense, including but not limited to costs for fuel, vehicle maintenance, insurance, wages, taxes, fringe benefits, licensing, dispatching, radio equipment, training, supervision, and management.

10. RECORDS. CONTRACTOR shall keep separate records and accounts devoted to its participation in the Reduced Fare Taxi Program. CITY or its designated accountant or auditor shall have the right of access to, and inspection of, all books and records of CONTRACTOR relating to its participation in the Reduced Fare Taxi Program during ordinary business hours.

11. CONFLICT OF INTEREST. CONTRACTOR certifies that it will make a complete disclosure to CITY of all facts of which its principal executive officers have actual knowledge bearing upon any possible interest, direct or indirect, which it believes any member of the City Council of Fairfield, Board of Supervisors or other board, commission officer or employee of CITY presently has or will have in this Agreement or in the performance thereof, or in any portion of the profits thereof. CONTRACTOR further certifies that it will make a complete disclosure to CITY of all facts of which its principal executive officers have actual knowledge bearing upon any possible employment of CONTRACTOR which may be incompatible or in conflict with its duties under this Agreement. Willful failure to make such disclosure shall constitute grounds for termination of this Agreement by CITY.

12. COMPETITION. CONTRACTOR shall not divert any reduced fare taxi business to any other transportation operation of CONTRACTOR.

13. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. Except as set forth in Section 7 of this Agreement, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

14. CONTRACTOR NOT AN AGENT. CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

15. INDEMNIFY AND HOLD HARMLESS.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, defend, hold harmless and indemnify CITY and its elected officials, officers,

attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the Workers' Compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY may offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this subparagraph A. 2).

B. Insurance Requirements not Limiting. CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against CITY.

C. Survival of Terms. CONTRACTOR's indemnifications and obligations under this section shall survive the expiration or termination of this Agreement.

16. INSURANCE REQUIREMENTS. 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 CONTRACTOR, its agents, representatives, or employees.

A. Minimum Scope and Limits of Insurance.

1) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

3) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

B. Insurance Provisions.

1) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

CITY, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, or volunteers.

For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insured maintained by CITY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, or volunteers.

CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce CONTRACTOR's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

C. Acceptability of Insurer. 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 CITY.

D. Verification of Coverage. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by CITY before work commences. At the request of CITY, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

E. Subcontractors. CONTRACTOR shall require all subcontractors to procure and maintain insurance policies subject to the requirements of this Section. Failure of CONTRACTOR to verify existence of sub-contractor's insurance shall not relieve CONTRACTOR from any claim arising from sub-contractors work on behalf of CONTRACTOR.

17. PROHIBITED INTERESTS. No employee of CITY shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of CITY if this provision is violated.

18. LICENSES; PERMITS; ETC. CONTRACTOR represents and warrants to CITY that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice his profession.

19. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

20. AMENDMENT. This Agreement may be amended or modified only by written agreement signed by both parties.

21. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

22. CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY at its discretion upon written notification to CONTRACTOR. CONTRACTOR is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONTRACTOR shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

23. LOCAL EMPLOYMENT POLICY. CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

24. CONTRACTOR NOT A PUBLIC OFFICIAL. CONTRACTOR is not a "public official" for purposes of Government Code §§ 87200 et seq. CONTRACTOR conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of CITY or any city official, other than normal contract monitoring. In addition, CONTRACTOR possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

25. EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONTRACTOR in the amount of \$600 or more in any one calendar year, CONTRACTOR shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

Whether CONTRACTOR is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization.

If CONTRACTOR is doing business as a sole proprietorship, CONTRACTOR shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

If CONTRACTOR is doing business as other than a sole proprietorship, CONTRACTOR shall provide CONTRACTOR'S federal tax identification number.

26. NOTICES. All notices required herein shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, and addressed to CITY or CONTRACTOR at their respective addresses as herein provided.

The mailing address of CITY, until written notice of change thereof has been given to CONTRACTOR, shall be:

Diane Feinstein, Transportation Division Manager
Fairfield Transportation Center
2000 Cadenasso Drive
Fairfield, CA 94533

The mailing address of CONTRACTOR, until written notice of change thereof has been given to CITY, shall be:

Liberty Transit, Inc.
PO Box 711
Vallejo, CA 94590

27. ADMINISTRATION. It is agreed by the parties hereto that CONTRACTOR and appropriate members of the staff of CITY may, in the course of administration of this Agreement agree upon such procedures for the performance hereunder of the parties hereto and methods of implementation hereof as shall be consistent with the purposes and intent of this Agreement.

28. CUMULATIVE RIGHTS. Each remedy and right of the parties hereto is cumulative and is in addition to each of the other legal remedies and rights that the party may have in the event of any default of the other.

29. WAIVER. No waiver by CITY or CONTRACTOR of any breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of any breach of any other provision hereon of a continuing or subsequent breach of the same provision.

The failure of one party to enforce a provision of this Agreement is not a waiver of its right to compel enforcement of that provision or of any other provision.

30. SECTION HEADINGS. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of this Agreement.

31. BINDING ON SUCCESSORS. All covenants, conditions, stipulations and agreements herein contained shall extend to and be binding upon the successors and assigns of the respective parties hereto.

32. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

33. FEDERAL REQUIREMENTS. The federal provisions set forth in Exhibit "B" are part of this Agreement.

34. FEDERAL CERTIFICATIONS. The Certifications set forth in Exhibit "C" are part of this Agreement.

CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF FAIRFIELD

LIBERTY TRANSIT, INC.

BY: _____
David Gassaway, City Manager

DocuSigned by:
Rajni Bala
BY: _____
Rajni Bala, President

EXHIBIT A

SCOPE OF WORK

REDUCED FARE TAXI PROGRAM

SYSTEM OPERATION

CONTRACTOR shall provide reduced fare taxi service for eligible elderly and mobility impaired residents of the City of Fairfield (CITY) as follows:

Persons that are residents of the City of Fairfield that are at least sixty (60) years of age are eligible to apply for a Reduced Fare Taxi Card from Fairfield and Suisun Transit (FAST).

Fairfield residents who possess a Reduced Fare Taxi Card shall be entitled to reduced fare taxi service (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

DART Paratransit is a FAST service reserved for qualifying persons with disabilities who are unable to board a FAST bus, access a FAST bus stop, or otherwise navigate the regular fixed route bus system due to a disabling condition as defined by the American with Disabilities Act (ADA). This does not include disabilities that only make using accessible fixed route bus service complicated or inconvenient. All FAST and DART vehicles are wheelchair accessible. People eligible for the DART Paratransit program are issued a Solano County ADA Paratransit (Photo) ID Card after an eligibility assessment.

Regardless of age, Fairfield residents who possess a Solano County ADA Paratransit ID Card shall be entitled to reduced fare taxi service (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

A government issued photo identification card must be presented by the rider at the time of their taxi trip to ensure the rider is eligible and to reduce fraudulent use. Solano County ADA Paratransit ID Cards that have a photo do not need to be accompanied by other forms of photo identification.

All taxi trips taken under the Reduced Fare Taxi Program shall be paid for by Local Reduced Fare Taxi Scrip. CITY is not responsible for unpaid balances associated with short fares taken under this program. All unpaid balances for taxi trips are the responsibility of the passenger. Each passenger is responsible for purchasing their taxi scrip from the City of Fairfield.

SYSTEM MANAGEMENT

CONTRACTOR shall manage the day-by-day operations of the reduced fare system in accordance with currently adopted procedures and good management practices. CONTRACTOR shall provide sufficient personnel as may be necessary to enable it to perform its duties and obligations under this Agreement.

SYSTEM REPORTS

Drivers will continue to maintain a daily manifest, upon which is recorded all trips made each day, showing the time and place of origin and destination of each trip, the number of trips and passengers transported, the taxi card or Solano County ADA Paratransit ID Card number, and the amount of the fare. CONTRACTOR will use the spreadsheets provided by CITY for their manifests. The manifests shall be available to CITY for its inspection.

CONTRACTOR shall, in such form as may be prescribed by CITY, furnish to CITY the following reports:

- On or before the tenth (10th) day of each calendar month of operation, a monthly operating statement including a manifest of the trips provided.
- Such other financial or statistical reports as CITY may reasonably require.

EXHIBIT "B"

Federal Clauses and Other Requirements

Federal Clauses

1. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*.

2. Clean Water

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

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

3. Lobbying Restrictions

The CONTRACTOR agrees to:

(a) Refrain from using Federal assistance funds to support lobbying,

(b) Comply and assure the compliance of each third-party CONTRACTOR at any tier and each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

(c) Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

4. Access to Records

The following access to records requirement applies to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.36(i)(11).

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

5. 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 Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to comply shall constitute a material breach of this contract.

6. Clean Air

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

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

7. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

8. Contract Work Hours and Safety Standards Act

The CONTRACTOR agrees to comply, and assures the compliance of each third-party CONTRACTOR and each SUBCONTRACTOR at any tier of the Project, with the following employee protection requirements for contract employees

(a) **Overtime requirements** - No CONTRACTOR or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and

SUBCONTRACTOR shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) **Withholding for unpaid wages and liquidated damages** – The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) **Subcontracts** - The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in this section.

9. No Government Obligation to Third Parties

(a) The City of Fairfield and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Fairfield, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

10. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) 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.

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

(c) 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.

11. Termination

Upon written notice, CONTRACTOR agrees that the Federal Government may suspend or terminate all or part of the Federal financial assistance provided herein if CONTRACTOR has violated the terms of the Grant Agreement or Cooperative Agreement, or if the Federal Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of the Grant Agreement or Cooperative Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement. Termination of any Federal financial assistance for the Project will not invalidate obligations properly incurred by CONTRACTOR before the termination date, to the extent those obligations cannot be canceled. If, however, the Federal Government determines that CONTRACTOR has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable and appropriate use of the Project real property, facilities, or equipment, or has failed to comply with the terms of the Grant Agreement or Cooperative Agreement, the Federal Government reserves the right to require CONTRACTOR to refund the entire amount of Federal funds provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement

(a) Termination for Convenience: The City of Fairfield may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to City of Fairfield to

be paid by the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the City of Fairfield, the CONTRACTOR will account for the same, and dispose of it in the manner the City of Fairfield directs.

(b) Termination for Default: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the 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 the City of Fairfield 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 beyond the control of the CONTRACTOR, the City of Fairfield, 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) Termination for Cost-Type Contracts: The City of Fairfield may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for the convenience of the City of Fairfield or is for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the City of Fairfield, or property supplied to the CONTRACTOR by the City of Fairfield. If the termination is for default, the City of Fairfield may fix the fee, if the contract provides for a fee, to be paid by the CONTRACTOR in proportion to the value, if any, of the work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the City of Fairfield and the parties shall negotiate the termination settlement to be paid by the CONTRACTOR.

12. Government-wide Debarment and Suspension (Nonprocurement)

The CONTRACTOR agrees to comply and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

13. 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:

(a) 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.

(b) 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.

14. Civil Rights

The following requirements apply to the underlying contract:

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the

CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

15. Breaches and Disputes

(a) 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 the City of Fairfield. 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 City of Fairfield. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Fairfield shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

(b) Performance During Dispute - Unless otherwise directed by the City of Fairfield, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

(c) Claims for Damages - 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 or damage.

(d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Fairfield 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 of California.

(e) Rights and Remedies - 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 of Fairfield, Architect 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.

16. Disadvantaged Business Enterprise

The CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(a) The CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference, and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

17. Incorporation of FTA 4220.1F 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 4220.1F, dated November 1, 2008, 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 of Fairfield request, which would cause the City of Fairfield to be in violation of the FTA terms and conditions.

18. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the agency for 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 agency's

prior written approval. Any violation of these provision 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.

Federal Certifications

Lobbying Certification

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The CONTRACTOR, Liberty Transit, 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.

DocuSigned by:

Rajni Bala

00F54E2632D048E...

Signature of CONTRACTOR'S Authorized Official

Rajni Bala

President

Name and Title of CONTRACTOR'S Authorized Official

4/26/2023

Date

Certification Regarding Debarment, Suspension, and other Responsibility Matters

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Fairfield may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Fairfield if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Fairfield for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Fairfield.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

Knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Fairfield may pursue available remedies including suspension and/or debarment.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date 4/26/2023

Signature DocuSigned by: *Rajni Bala*

Company Name Liberty Transit

Title President

Certificate Of Completion

Envelope Id: 39DB244C7BA545599CD172A9B87CF7B0	Status: Completed
Subject: Complete with DocuSign: Liberty Transit Inc. Reduced Fare Taxi Agreement_lp-unsigned.pdf	
Source Envelope:	
Document Pages: 26	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ron Bremer
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1000 Webster Street
	Community Development - Building Services
	Fairfield, CA 94533
	rbremer@fairfield.ca.gov
	IP Address: 64.162.152.2

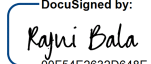
Record Tracking

Status: Original	Holder: Ron Bremer	Location: DocuSign
4/26/2023 10:19:11 AM	rbremer@fairfield.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Fairfield	Location: DocuSign

Signer Events

Rajni Bala
 libertytransitinc@yahoo.com
 President
 Liberty Transit
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 00F54E2632D648E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.71.171.132

Timestamp

Sent: 4/26/2023 10:21:02 AM
 Viewed: 4/26/2023 10:22:36 AM
 Signed: 4/26/2023 10:24:06 AM

Electronic Record and Signature Disclosure:

Accepted: 4/26/2023 10:22:36 AM
 ID: 1cef375f-a072-487e-943f-49727945fbff

In Person Signer Events Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

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Certified Delivered	Security Checked	4/26/2023 10:22:36 AM
Signing Complete	Security Checked	4/26/2023 10:24:06 AM
Completed	Security Checked	4/26/2023 10:24:06 AM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fairfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fairfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jberty@fairfield.ca.gov

To advise City of Fairfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jberty@fairfield.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Fairfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jberty@fairfield.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fairfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jbertany@fairfield.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Fairfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Fairfield during the course of your relationship with City of Fairfield.