



MEETING NOTICE & AGENDA

DATE: Thursday, August 16, 2018

TIME: 4:00 P.M.

PLACE: Yuba County Board of Supervisors Chambers
Yuba County Government Center
915 8th Street
Marysville, California

I. Call to Order & Roll Call

Cardoza (Chair), Cleveland, Fletcher, Leahy (Vice-Chair), Pedigo, Sullenger, Whiteaker and Whitmore

II. Public Business from the Floor

Members of the public may address the Authority on items of interest that are within the Authority's jurisdiction and are not on the agenda for this meeting. Public comment regarding agenda items will be permitted as each agenda item is considered by the Board.

III. Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff or public request specific items to be discussed or removed from the Consent Calendar for specific action.

- A. Minutes from the Meeting of July 19, 2018. (Attachment)
- B. Disbursement List for July 2018. (Attachment)
- C. Monthly Performance Report for July 2018. (Attachment)

IV. Reports

- A. **Computer Aided Dispatch and Automatic Vehicle Location (CAD/AVL) System Request for Proposals (RFP).** (Attachment)

RECOMMENDATION: Authorize the release of RFP #05-2018 for the design, provision and implementation of a CAD/AVL system as proposed.

- B. **FY 2018 Annual Performance Report.** (Attachment)

RECOMMENDATION: Information only.

- C. **Project & Program Updates.**

1. Connect Card Implementation
2. Commuter Bus Wi-Fi Service Implementation
3. California Air Resources Board (CARB) Innovative Clean Transit Initiative

4. Route 1 Corridor Enhancement Plan

RECOMMENDATION: Information only.

V. Correspondence/Information

VI. Other Business

VII. Adjournment

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, SEPTEMBER 20, 2018
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

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If you need assistance to attend the Yuba-Sutter Transit Board Meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Board, please contact the Yuba-Sutter Transit office at (530) 634-6880 or (TTY) 634-6889 at least 72 hours in advance so such aids or services can be arranged.

AGENDA ITEM III – A

YUBA-SUTTER TRANSIT AUTHORITY MEETING MINUTES JULY 19, 2018

I. Call to Order & Roll Call

Present: Cardoza (Chair), Cleveland, Leahy (Vice-Chair), McKenzie (for Whitmore), Munger (for Whiteaker) and Sullenger

Absent: Fletcher, Whiteaker and Whitmore

II. Public Hearings

A. Federal Transit Administration (FTA) Sections 5307, 5311, and 5339 Grant Applications for FY 2019.

Martin stated that this is a routine annual public hearing that Yuba-Sutter Transit is required to hold to maintain eligibility for federal funding. He continued that the staff report includes a summary of the federal funding that is expected to be received during the fiscal year which is consistent with the recently adopted budget for FY 2019. Director Cardoza opened up the public hearing. There was no public comment and Director Cardoza closed the public hearing.

Director Munger made a motion to authorize the federal funding applications as submitted. Director Leahy seconded the motion and it carried unanimously.

III. Public Business from the Floor

None

IV. Consent Calendar

Director Leahy made a motion to approve the consent calendar. Director Cleveland seconded the motion and it carried unanimously.

V. Reports

A. State of Good Repair (SGR) Project List.

Martin stated that this is part of the second round of funding under The Road Repair and Accountability Act of 2017, known as SB 1. This portion of the funding, called the State of Good Repair or SGR program, is available for transit maintenance, rehabilitation and capital projects. Yuba-Sutter Transit received \$246,221 in SGR funding for FY2017/18 and is now eligible for \$242,886 for FY2018/19 and applications are due to Caltrans by September 1st. Because Yuba-Sutter Transit's SGR applications must first be approved by SACOG, staff has already submitted essentially the same project list from last year. As noted in the staff report, while both cycles of SGR funds are expected to be applied towards the 2020 replacement of 11 fixed route buses, the use of an expanded project list allows for more options should priorities change.

Director Munger made a motion to approve the submittal of Yuba-Sutter Transit's FY 2018/19 SGR Project List as proposed and to adopt Resolution No. 9-18 authorizing the execution of the SGR related Certifications and Assurances including the designation of the Transit Manager as the Authorized Agent. Director Leahy seconded the motion and it carried unanimously.

B. November Meeting Cancellation.

Due to a family schedule conflict, staff is requesting the cancellation of the regular November meeting of the Yuba-Sutter Transit Board of Directors.

Director Leahy made a motion to cancel the regular monthly meeting of November 15, 2018 as proposed. Director McKenzie seconded the motion and it carried unanimously.

C. Feather River Air Quality Management District (FRAQMD) Blue Sky Grant Projects for FY 2018/19.

Martin stated that this is the annual discussion regarding the Feather River Air Quality Management District (FRAQMD) Blue Sky (AB 2766) grant program as a new Request for Proposals (RFP) for the FY 2018/19 cycle is expected soon. Martin noted that recommended project concepts are included in the staff report, but the primary purpose of this early discussion is to determine if there are additional projects that the Board would like for staff to consider.

In response to an inquiry from Director Leahy, Martin stated that the same three projects that were submitted last year would again be reasonable. As currently scoped, the total cost of \$142,000 for these projects would be similar to what was awarded last year and somewhere between \$200,000 and \$300,000 is expected to be available.

Director Pedigo asked for clarification as to the nature of the \$10,000 for the Live Oak service. Martin stated that Live Oak City Council asked Yuba-Sutter Transit several years ago to submit an application on their behalf to off-set the cost of the 2015 expansion of the Live Oak service from three days a week to five days a week and annual grants have since been received for help maintain this higher level of service.

Director Cleveland inquired as to the current rate for the discounted monthly pass program and when it last increased. Martin stated that current discount is \$10 per each \$15 discount monthly pass which results in a \$5 cost to the consumer.

The consensus of the Board was for staff to continue with the grant applications as outlined in the staff report.

D. Project & Program Updates.

1. New Commuter Buses

Martin noted that some of the Board members were able to see one of the new commuter buses parked out front prior to the meeting. Staff is expecting all seven buses to be in service by the end of next week and the surplus bus sales notice was recently released for the seven buses that are being replaced.

2. Connect Card Implementation

Martin stated that the Connect Card program was fully implemented as of July 1, 2018 with the end of transfers and paper monthly passes. Martin noted that through June, 80 percent of all monthly passes were purchased on a Connect Card so that figure is now 100 percent for July. He stated that the end of local fixed route transfers went remarkably well with limited problems or complaints reported by drivers. Martin credits this success to the year-long information campaign and the drivers who regularly reinforced the message.

3. Federal Transit Administration (FTA) Triennial Review

Martin stated that the FTA site visit, held on June 26th & 27th, resulted in only two minor findings. He thanked his staff for a job well done and noted that the final report will be brought to the Board for review at the August or September meeting.

4. New Ride Guide & Service Brochures Effective July 1, 2018

Martin stated copies of the new brochures have been provided to each member and offered to provide additional copies upon request.

5. Low Carbon Transportation Operations Program (LCTOP) Award

Martin stated that the first of two grants has been received from this funding source for the purchase of battery electric buses and staff is now waiting to see if the agency will be awarded a Low/No Grant for this project.

6. Clean Transit Program

Martin stated that he attended a recent meeting with key California Air Resources Board (CARB) staff on their Innovative Clean Transit initiative that would mandate the purchase of zero emission buses beginning in 2026 for systems under 100 buses. He was able to share the issues that small operators face with severe facility, funding and staff capacity limitations. The final draft of the new rule is expected to be released for a 45 day comment period by early to mid-August for a hearing in September. Final approval is anticipated by the end of the year.

V. Correspondence/Information

None

VI. Other Business

None

VII. Adjournment

The meeting was adjourned at 4:23 p.m.

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, AUGUST 16, 2018
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

**YUBA-SUTTER TRANSIT
DISBURSEMENT LIST
MONTH OF AUGUST 2018**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 7,372.69	PERS HEALTH	HEALTH INSURANCE
EFT	\$ 1,507.51	PRINCIPAL MUTUAL LIFE INSURANCE	L/D/LTD INSURANCE
EFT		CALIFORNIA WATER SERVICE	WATER
EFT		CALIFORNIA WATER SERVICE	FIRE SUPPRESSION
EFT	\$ 1,202.15	PG&E	ELECTRIC
EFT		PG&E	ELECTRIC #2
EFT	\$ 33.55	PG&E	GAS
EFT		COMCAST	INTERNET AUGUST
EFT		COMCAST	TELEPHONE AUGUST
EFT	\$ 515.61	TPX COMMUNICATIONS	FINAL BILLING
EFT		UTILITY MANAGEMENT SERVICES	SEWER
EFT	\$ 600.00	CALPERS 457 PLAN	EMPLOYER CONTRIBUTION
EFT		CARDMEMBER SERVICES	RABOBANK CREDIT CARD
EFT		ELAVON	MERCHANT SERVICE FEE - AUGUST
EFT	\$ 152.85	PRIMEPAY	PAYROLL FEE
EFT	\$ 35,926.02	PAYROLL	PAYROLL
16125	\$ 111.47	ADVANCED DOCUMENT CONCEPTS	COPY MACHINE - JUNE
16126	\$ 175.00	ALL SEASONS TREE & TURF CARE	LANDSCAPING MAINTENANCE
16127	\$ 968.16	ALLIANT NETWORKING SERVICES, INC.	ADDITIONAL IT SUPPORT SERVICES
16127	\$ 5,588.26	ALLIANT NETWORKING SERVICES, INC.	PARTIAL PAYMENT FOR NEW SERVER
16128	\$ 148.68	CETRA LANGUAGE SOLUTIONS	TRANSLATE ADA COMPLIANT PROCEDURES
16129	\$ 5,184.16	CONNECT CARD REGIONAL SERVICE CENTER	CONNECT CARD SALES
16130	\$ 20,076.89	FLYERS ENERGY	BUS FUEL
16131	\$ 19,022.07	HUNT & SONS INC.	BUS FUEL
16132	\$ 358.74	QUILL CORP	JANITORIAL SUPPLIES
16133	\$ 1,100.00	R.C. JANITORIAL SERVICE	JANITORIAL SERVICES
16134	\$ 132.96	SIMONE REED	REIMBURSE VISION EXPENSES
16135	\$ 10,555.65	SIGNWORX	STRIPE & LETTER COMMUTER BUSES (5)
16136	\$ 78.87	STAPLES CREDIT PLAN	OFFICE SUPPLIES
16137	\$ 3,260.17	SUTTER BUTTES COMMUNICATIONS, INC.	MOBILE RADIOS ON COMMUTER BUSES (7)
16138	\$ 148.04	SUTTER COUNTY LIBRARY COMMISSION	CONNECT CARD/TICKET SHEET COMMISSION
16139	\$ 299.00	THE DOOR COMPANY	SERVICE ON ROLL UP DOOR
16140	\$ 272.79	TIAA COMMERCIAL FINANCE, INC.	COPIER LEASE
16141	\$ 460,447.69	TRANSEDEV SERVICES, INC.	CONTRACT SERVICES - JUNE
16142			
16143		SMART MARKETING & PRINTING	BROCHURES - PRINTING
16144		STANLEY CLEVELAND	BOARD MEETING 6/21
16145		STAPLES CREDIT PLAN	OFFICE SUPPLIES
16146		STATE COMP INSURANCE FUND	STATE COMP INSURANCE
16147		SUTTER BUTTES COMMUNICATIONS, INC.	SERVICE AGREEMENT & REPEATER FEES
16148		SUTTER COUNTY LIBRARY COMMISSION	CONNECT CARD/TICKET SHEET COMMISSION
16149		TEHAMA TIRE SERVICE INC.	BUS TIRES
16150		TIAA COMMERCIAL FINANCE, INC.	COPIER LEASE
16151		YUBA COUNTY LIBRARY COMMISSION	CONNECT CARD/TICKET SHEET COMMISSION
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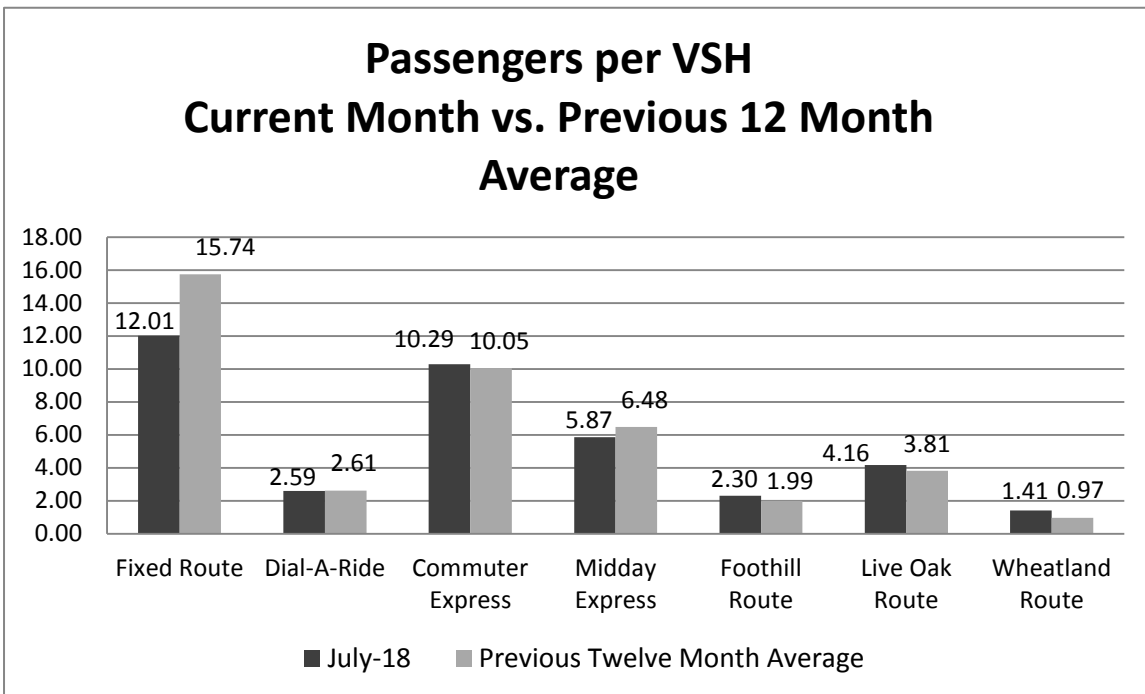
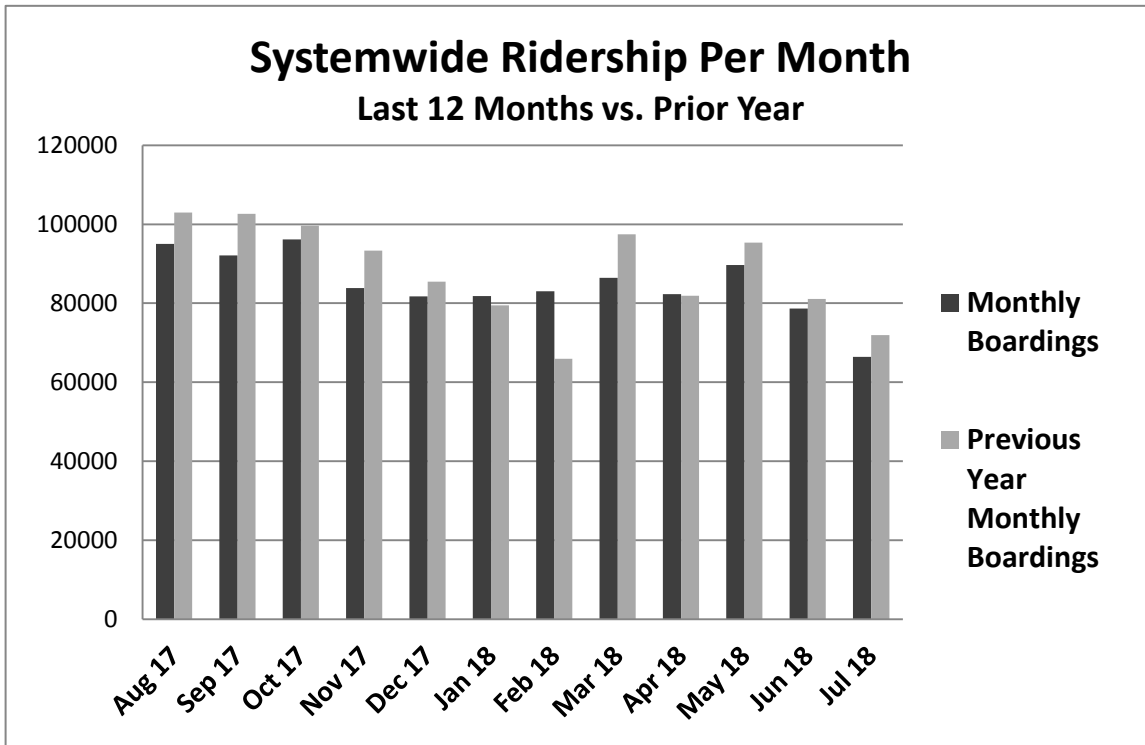
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AGENDA ITEM III - C

JULY 2018 PERFORMANCE REPORT

Ridership:	July-18	Previous Twelve Month Average	Fiscal YTD	Previous Fiscal YTD
Fixed Route	49,898	68,161	49,898	55,881
Dial-A-Ride	4,872	5,519	4,872	5,590
Commuter Express	10,177	10,019	10,177	9,025
Midday Express	929	1,033	929	969
Foothill Route	176	162	176	175
Live Oak Route	308	288	308	251
Wheatland Route	61	37	61	26
Total Ridership:	66,421	85,220	66,421	71,917
Vehicle Service Hours:				
Fixed Route	4,154.86	4,330.46	4,154.86	4,213.65
Dial-A-Ride	1,880.75	2,115.58	1,880.75	1,998.64
Commuter Express	988.80	996.66	988.80	918.94
Midday Express	158.28	159.41	158.28	151.61
Foothill Route	76.58	81.44	76.58	70.23
Live Oak Route	73.98	75.50	73.98	66.88
Wheatland Route	43.38	38.31	43.38	30.73
Total VSH's:	7,376.63	7,797.37	7,376.63	7,450.68
Passengers Per Hour:				
Fixed Route	12.01	15.74	12.01	13.26
Dial-A-Ride	2.59	2.61	2.59	2.80
Commuter Express	10.29	10.05	10.29	9.82
Midday Express	5.87	6.48	5.87	6.39
Foothill Route	2.30	1.99	2.30	2.49
Live Oak Route	4.16	3.81	4.16	3.75
Wheatland Route	1.41	0.97	1.41	0.85
Total Passengers Per VSH:	9.00	10.93	9.00	9.65

JULY 2018 PERFORMANCE REPORT



AGENDA ITEM IV – A
STAFF REPORT

**COMPUTER AIDED DISPATCH AND AUTOMATIC VEHICLE LOCATION
(CAD/AVL) SYSTEM REQUEST FOR PROPOSALS (RFP)**

Attached for Board review and consideration is a draft Request for Proposals (RFP) for a Computer Aided Dispatch and Automatic Vehicle Location (CAD/AVL) System to improve the efficiency and effectiveness of the Yuba-Sutter Transit operation. Yuba-Sutter Transit has long resisted the implementation of such technologies in the past due to their high cost and complexity, but recent advancements in the field have resulted in scalable systems more appropriate for the budget and level of sophistication found in smaller operators. These systems are now more user-friendly and easier to implement and maintain while offering a host of benefits to both transit operators and the riding public.

The draft RFP would address a number of potential system features that will assist in providing better service to the public and improve their transit riding experience. Key features of the proposed project could include, but are not limited to the following:

1. **Dial-A-Ride Scheduling Software:** Currently Microsoft Excel sheets are used by dispatchers to schedule the 200-250 daily trips on our Dial-A-Ride system. The software will streamline the scheduling process by allowing dispatchers to monitor the operation, assign trips and make schedule adjustments in real-time while communicating with the drivers through a mobile data terminal (tablet) mounted in each vehicle. When dispatchers update the driver manifests over the course of the day, these changes are pushed out to each bus in real-time.
2. **Automatic Vehicle Location (AVL):** This technology uses GPS to update a live map interface that is viewable on all platforms. The map shows the real-time location and estimated arrival times for all buses which would be available to both dispatchers and passengers alike. The availability of custom alerts reduces both passenger anxiety and customer information call volumes when buses are delayed. The map interface will also contain a navigate feature which will help passengers find the most efficient routes from point A to B further reducing the call volume for dispatchers.
3. **Automatic Voice Annunciation System (AVA):** To comply with ADA, key stops and transfer points are required to be announced. This feature will remove this responsibility from the driver insuring compliance and reducing on-bus passenger anxiety. Scrolling interior signage that mirrors the audible announcements is often included with these systems.
4. **Monitoring & Management:** Data from these systems will be collected and stored for analysis to monitor ridership, on-time performance, service hours, service miles, route productivity, etc. compared to established efficiency

standards for planning, reporting and management purposes. The collected information will also streamline the mandatory state and federal reporting process.

5. **Automated Passenger Counters (APC):** Drivers now manually record every boarding passenger for planning and reporting purposes, but APCs may be installed on fixed route buses for this purpose depending on cost and available budget.
6. **Public Wi-Fi:** The thirteen commuter buses are now equipped with free public Wi-Fi service and this has been well received. This service could be extended to the local fixed route and Dial-A-Ride buses if the budget allows.

Funding for this project has been set aside in the budget from the last allocations from the Proposition 1B California Transit Security Grant Program. Approximately \$235,000 is expected to be available from this source after all other security enhancing projects have been completed. Any authorized cost beyond this figure would have to be funded from other sources. Due to the high level of initial vendor interest, staff anticipates a very competitive selection process that will potentially require multiple levels of review, interviews and negotiations with the selected vendor. While this process may ultimately require more time to complete, the draft RFP assumes that an award recommendation will be presented to the Board for consideration as soon as the October 18th.

Staff will be prepared at the meeting to review the proposed RFP and other project details as desired.

RECOMMENDATION: Authorize the release of RFP #05-2018 for the design, provision and implementation of a CAD/AVL system as proposed.



REQUEST FOR PROPOSALS (RFP)
CAD/AVL System and Paratransit Scheduling Software
RFP #05-18

Release Date: August 16, 2018

QUESTION SUBMITTAL DEADLINE:

Date: September 7, 2018

Time: 5:00 PM

Submit by letter or in person to Procurement Contact

SUBMISSION DEADLINE:

Date: **September 21, 2017**

Time: **NO LATER THAN 4:00 PM**

Location: Yuba-Sutter Transit Administrative Office
2100 B St,
Marysville, CA 95901

Keith Martin

Transit Manager

Yuba-Sutter Transit Authority

2100 B St Marysville, CA 95901

Phone: (530) 634-6880

Email: keith@yubasuttertransit.com

Website: www.yubasuttertransit.com

Failure to include any requested information and/or improperly completed forms and documents may be cause for the rejection of the Proposal.

Yuba-Sutter Transit reserves the right to reject any and all Proposals without cause and to waive any informalities or irregularities.

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Section 2:	Instructions to Proposers
Section 3:	General Scope of Work
Section 4:	Evaluation
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Section 7:	Requirements of the Proposal
Section 8:	Attachments

Attachment A: Cost Proposal Form

Attachment B: Bidder's Affidavit

Attachment C: Yuba-Sutter Transit Brochures

Attachment D: Protest Procedures

Attachment E: Federal Transit Administration (FTA) Requirements

Section 1: RFP Introduction

1.1 Introduction

The Yuba-Sutter Transit Authority (Yuba-Sutter Transit) is soliciting proposals from qualified firms to provide and implement Computer Aided Dispatch/Automatic Vehicle Locator (CAD/AVL), automatic stop annunciators, mobile data terminals (MDTs), automatic passenger counting, and rider amenities to its current fleet of fixed route and demand response / rural route (Dial-A-Ride) vehicles. Additionally, Yuba-Sutter Transit wishes to implement a new paratransit ride scheduling system.

Funding for the capital portion of this project is being provided by State funds from the California Transit Assistance Fund (CTAF). Phase 1 of this project has approximately \$235,000 in available funding. On-going operating costs will be financed in part by Federal funds and requires compliance with applicable laws and regulations as specified in applicable Federal terms, conditions and provisions incorporated herein. (Attachment E)

This document outlines information necessary to understand the documentation required to submit proposals for this project and the Contractor selection process. As used herein, the term "Yuba-Sutter Transit" means the Yuba-Sutter Transit Authority and "Contractor" means the Proposer chosen to complete the project.

1.2 Advertising

Yuba-Sutter Transit website: www.yubasuttertransit.com

1.3 Proposed Procurement Schedule

The following is the intended schedule for vendor selection:

Activity	DATE
Release of RFP	August 16, 2018
Last Day for Questions and Clarifications	September 5, 2018 5:00 p.m.
Answers Posted on Website	By September 10, 2018
Proposal Due Date	NO LATER THAN 4:00 PM on September 21, 2018
Interviews (if necessary)	October 4, 2018
Board Award	October 18, 2018 (Tentative)

1.4 Contact Information

Until this contract is awarded, all communication regarding this solicitation should be directed to:

Adam Hansen, Planning Program Manager
Yuba-Sutter Transit
2100 B St Marysville, CA 95901
Phone: (530) 634-6880
E-Mail: adam@yubasuttertransit.com

1.5 Requests for Information (RFI), Communications and Addenda

Proposers who seek to obtain information, clarification, or interpretations from contacts other than the above listed contact are advised that such material is used at the Proposer's own risk. Yuba-Sutter Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. **This process will be the only opportunity for Proposers to ask questions.**

Yuba-Sutter Transit Authority staff will not answer questions regarding this RFP verbally. All questions must be submitted in writing, via USPS or email.

To be given consideration, any and all communications requesting information, material substitutions, clarifications, and inquiries concerning this solicitation must be submitted in writing received by 5:00 PM on September 5, 2018 to be considered in an Addendum. Written inquiries shall be directed to Yuba-Sutter Transit, using the contact information listed above, via USPS or email.

END OF SECTION 1

Section 2: Instructions to Proposers

Yuba-Sutter Transit is a public transportation Joint Powers Authority (JPA) with an administrative office located at 2100 B St., Marysville, CA 95901. Proposals are being solicited from qualified firms, hereinafter referred to as the Contractor, to provide and implement Computer Aided Dispatch/Automatic Vehicle Locator (CAD/AVL), automatic stop annunciators, mobile data terminals (MDTs), automatic passenger counting, and rider amenities to its current fleet of intercity commuter, local fixed route and demand response/rural route vehicles. Additionally, Yuba-Sutter Transit wishes to implement a new ride scheduling system for general Dial-A-Ride.

Copies of the Request for Proposals (RFP) may be obtained by contacting Adam Hansen at adam@yubasuttertransit.com or from our website at <https://www.yubasuttertransit.com/contract-opportunities>. Proposers downloading the RFP from the website must contact Adam Hansen at the email above to be placed on the RFP list to receive addenda/clarifications automatically. However, all addenda, questions & answers or other data will be posted on the website as it becomes available.

2.1 Proposal Due Date

Mailed, couriered or hand-delivered sealed proposals will be accepted at Yuba-Sutter Transit's Main Administration Office **NO LATER THAN 4:00 PM**, on September 21, 2018 and must be addressed as **CAD/AVL System and Scheduling Software RFP #05-2018, Yuba-Sutter Transit, 2100 B St. Marysville, CA 95901**. Late proposals will be rejected and returned unopened to the Proposer after that time. Faxed or emailed proposals will NOT be accepted.

Yuba-Sutter Transit may refuse to consider a Proposer who it determines to have an unsatisfactory record of performance and/or integrity in connection with the proposal/bidding or performance phase of any previous contract.

Proposals will not be publicly opened and the information contained in all proposals will be kept strictly confidential until a Contract is fully executed.

2.3 RFP List

It is recommended that Proposers notify Adam Hansen of their intent to submit a proposal and register with Yuba-Sutter Transit's RFP List in order to receive electronic notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on Yuba-Sutter Transit's website at www.yubasuttertransit.com during the Proposal period and before submitting a Proposal.

All submitted proposals and attachments become the property of Yuba-Sutter Transit and shall remain in effect for at least ninety (90) days after the Proposal Due Date. The accepted Proposal shall remain in effect until the Contract is fully executed and will then become a part of the Contract, including any addenda and all attachments.

2.5 Payment

Yuba-Sutter Transit is a public agency. Yuba-Sutter Transit cannot pay for services or materials that have not been received. Therefore, we cannot provide a deposit or advance payment for materials.

Yuba-Sutter Transit will issue a contract for the full value of the project. Payments will be made against that total upon successful completion and acceptance of the work or a portion of the work. Contractor must issue an invoice with description of work completed to receive compensation. Yuba-Sutter Transit pays invoices on the 5th and 20th of each month. All payments to Contractor shall be remitted by US mail. Invoices shall be mailed to:

Yuba-Sutter Transit Authority
Attn: Sandra Anderson
2100 B St
Marysville, CA 95901

No payment, whether monthly or final, to the Contractor for any services shall constitute a waiver or release by Yuba-Sutter Transit of any claims, rights, or remedies it may have against the Contractor under this Contract or by law, nor shall such payment constitute a waiver, remission, or discharge by Yuba-Sutter Transit of any failure or fault of the Contractor to satisfactorily perform the services as required under this Contract.

2.6 Disadvantaged Business Enterprise

The purpose of the Disadvantaged Business Enterprise (DBE) policy is to achieve a "level playing field" for ready, willing and able DBEs seeking to participate in federally-assisted contracts. Yuba-Sutter Transit promotes equal employment opportunity.

2.7 Title VI

It is the policy of Yuba-Sutter Transit Authority to assure that no person shall, on the grounds of race, color, national origin and sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities.

2.8 General Information for Proposers

Proposers must be fully insured and registered to conduct business in the State of California and licensed for business in their state of residence. Policies of insurance, as

outlined in the Yuba-Sutter Transit Standard Agreement (available upon request) shall be obtained and kept in force for the duration of the Contract.

By submitting a Proposal in response to this solicitation, Proposers agree to be bound by all legal requirements and contract terms and conditions contained in this RFP. Failure to include any of requested information and/or improperly completed forms and documents may be cause for immediate rejection of the proposal. All addenda, questions & answers or any other official information will be posted on the Yuba-Sutter Transit website at <https://www.yubasuttertransit.com/contract-opportunities>.

Except as otherwise provided for herein, Proposals that are incomplete or that are conditioned in any way or contain erasures, alterations, or items not called for in the proposal or that are not in conformance with the law, may be rejected as non-responsive.

Yuba-Sutter Transit reserves the right to accept or reject any and all submitted proposals, portions or parts thereof; to waive informalities and minor irregularities in proposals; to decline award based on available funding for the Contract; and to award based on the "best value" for the agency.

In consideration for Yuba-Sutter Transit's review and evaluation of its proposal, the Proposer waives and releases any claims against Yuba-Sutter Transit arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation of proposals submitted in response to this solicitation.

If Yuba-Sutter Transit determines that collusion has occurred among Proposers, none of the proposals of the participants in such collusion will be considered. Yuba-Sutter Transit's determination shall be final.

Yuba-Sutter Transit may obtain clarification of any point in submitted proposals or request additional information, if necessary, to properly evaluate proposals. Proposers must be prepared to present necessary evidence of experience, ability, service facilities and financial standing to satisfactorily meet the requirements set forth or implied in the Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.

2.9 Cancellation or Extension

Yuba-Sutter Transit reserves the right to cancel this solicitation or extend the Proposal Due Date and time, by written Addendum, at any time *prior to* the set Proposal Due Date and time, or in the event only a single proposal or no proposals are received. If a Proposer pursues a protest or a request for reconsideration, its proposal is deemed

extended until Yuba-Sutter Transit executes the Contract, or until the protest or request for reconsideration is withdrawn by the Proposer.

2.10 Modifications

Proposers will not be allowed to alter proposals after the Proposal Due Date and time. Submitted proposals may only be changed if a written request is received by Yuba-Sutter Transit before the set Proposal Due Date and time. Such requests must be signed by an individual authorized to submit proposals on behalf of the firm. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Nothing in this section shall be construed to permit the Proposer to alter its proposal after it has been submitted pursuant to the terms of this solicitation.

2.11 Withdrawal

Proposers will not be allowed to withdraw proposals *after* the Proposal Due Date and time unless the award is delayed for a period exceeding ninety (90) days. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide Yuba-Sutter Transit the services described herein, or until one or more of the proposals have been approved by Yuba-Sutter Transit, whichever occurs first.

2.12 Award

Yuba-Sutter Transit reserves the right to make award within ninety (90) calendar days from the Proposal Due Date. Should award, in whole or part, be delayed beyond the period of ninety (90) days, such award shall be conditioned upon Proposer's acceptance.

Submitted Proposals shall be conclusive evidence to Yuba-Sutter Transit that the Proposer has thoroughly examined and understands all requirements of the Proposal and the work to complete the Contract. The failure or neglect of a Proposer to receive or examine any proposal document or any part thereof, work site, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from the obligations with respect to its Proposal or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof. Yuba-Sutter Transit will not be responsible for any costs incurred by Proposers in preparing, submitting, or presenting their response to this RFP.

All proposals and submissions become the property of Yuba-Sutter Transit and are subject to public disclosure, unless certain provisions as described in Section 5 pertain.

2.13 Validity of a Protest

Proposers are advised that to be considered a valid protest, subject matter can only address issues associated with this Proposal process. Accordingly, the protest cannot

be associated with, or challenge the recommendations of, Yuba-Sutter Transit staff or its Evaluation Committee. A protest can only be put forth that Yuba-Sutter Transit staff did not follow their own policies or procedures that govern procurement and, accordingly, a Proposer was unfairly treated. The protest cannot challenge Yuba-Sutter Transit staff or the Evaluation Committee's recommendation of a potentially successful Proposer. Yuba-Sutter Transit's Appeals and Protest procedures are outlined in Attachment D.

END OF SECTION 2

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Section 3: General Scope of Work

3.1 Background

Yuba-Sutter Transit is the sole provider of public transit service in Yuba and Sutter Counties under a joint powers agreement between Sutter and Yuba Counties and the Cities of Marysville and Yuba City.

Yuba-Sutter Transit currently operates a fleet of 51 buses ranging in capacity from 16 to 57 passengers. Annual ridership has increased significantly over the organization's 40 year history, reaching a system-wide high of 1,296,622 one-way passenger trips in FY 2014-15. Under the current operating contract with Transdev Services, Inc., Yuba-Sutter Transit provides four distinct public transit services within the urbanized and rural areas of the counties as listed below:

1. Local fixed route service in the cities of Yuba City and Marysville and the unincorporated communities of Linda and Olivehurst.
2. Urban demand responsive service known as Dial-A-Ride, which includes service to seniors and persons with disabilities and complementary paratransit service as required by the Americans with Disabilities Act (ADA).
3. The rural routes are a hybrid fixed route/demand response service consisting of three separate routes between Marysville/Yuba City and the Yuba County foothills, Live Oak and Wheatland. The Live Oak and Wheatland services are operated under a contract with those cities. The service will stop along the route, deviate $\frac{1}{4}$ from the route or pick up persons within the city limits with advanced reservations. If no advanced reservations are made, the buses operate along a fixed route. Demand response buses are used to provide service for the three rural routes.
4. Weekday peak hour and midday commuter service between Marysville/Yuba City and downtown Sacramento on the SR 70 and SR 99 corridors.

3.2 Bus Fleet

A significant portion of the Yuba-Sutter Transit fleet of 51 buses will be replaced over the next two years with one bus purchase planned in 2019 and another in 2020. In 2019, ten of the 16 demand response buses will be replaced and eleven of the 22 fixed route buses are scheduled for replacement in 2020.

3.3 Fixed Route

The local fixed route system provides service every 30 to 60 minutes on six routes with 14 buses in service Monday through Friday (12 on Saturdays) in Yuba City, Marysville, Linda and Olivehurst. Local fixed route service is provided each weekday from approximately 6:30 a.m. to 6:30 p.m. and from approximately 8:30 a.m. to 5:30 p.m. on Saturdays. Local fixed route ridership increased to a high of 1,067,000 passenger trips in FY 2015 accounting for over 80 percent of Yuba-Sutter Transit's ridership and 56 percent of all service hours.

The strong long term growth trend in local fixed route ridership is a reflection of the successful implementation of many improvements over the years. These improvements included the introduction of larger and more easily identified fixed route buses; the start of Saturday fixed route service in 1998; the placement of bus stop benches and shelters at key stops; the installation of bike racks on all buses; a full conversion to modern low floor buses completed in 2015; and, highly successful discount monthly pass programs for area youth, seniors and persons with disabilities.

3.31 Demand Response

Yuba-Sutter Transit's Dial-A-Ride serves primarily seniors (65+) and individuals with qualifying disabilities. Dial-A-Ride also serves as the complementary paratransit service required under the ADA Act. Dial-A-Ride service operates from 6:30 a.m. to 9:30 p.m. on weekdays and 8:30 am to 5:30 pm on Saturday. From 6:00 pm to 9:00 pm, when many of the fixed routes are ending, the Dial-A-Ride service is open to the general public. Normally there are 10 Dial-A-Ride buses in service. See Attachment C for brochure and map of service area.

Dial-A-Ride vehicles are also used on three rural routes which operate like a hybrid Dial-A-Ride/fixed route service. The rural route buses operate on a fixed schedule but with advanced reservations will deviate ¼ mile off of the route. The three routes are:

- The Live Oak Route consists of four one-way trips each weekday between the City of Live Oak and Yuba City starting at 7:00 am until 6:15 pm. There are six fixed stops within the City of Live Oak. With advance reservation, the bus will pick up persons within the city limits or within ¼ mile of the route. With advanced reservation, the bus will stop at the Yuba College Sutter County Center on its way back to Yuba City.
- The Foothill Route consists of four one-way trips each Tuesday, Wednesday and Thursday starting at 6:40 am to 6:20 pm. The route serves the Yuba County foothill communities of Brownsville, Oregon House, Willow Glen, and Loma Rica. Advance reservations are available for alternate stop locations for anyone within ¼ mile of the route.
- The Wheatland Route consists of two one-way trips a day between the City of Wheatland and Marysville (Monday-Friday) starting at 10:00 am to 4:35 pm. With advanced reservations, the bus will pick up persons within the city limits or within ¼ mile of the route.

3.32 COMMUTER SERVICE

Yuba-Sutter Transit operates nine morning runs (six via SR 99 and three via SR 70), three midday runs (one via SR 99 and two via SR 70) and ten afternoon runs (nine via 99 and three via SR 70). These runs originate from key transit centers in Marysville and Yuba City and stop at park & ride lots along the highway corridors. The service makes a loop through eight downtown Sacramento stops. The trip is approximately 1 hour in duration.

3.4 TECHNOLOGY AND INFRASTRUCTURE

The Yuba-Sutter Transit Operations and Maintenance facility houses the technology equipment which includes data servers, video surveillance system equipment, routers, switches, radio and building security equipment. There are current two separate antenna

systems mounted on the facility the upload fare data and video from the bus when it enters the yard. Internet at the facility was recently upgraded to Comcast broadband service.

Camera Systems

There are existing systems on board the buses that must be integrated to the fullest extent possible. The buses will have a 6 to 8 camera REI systems which include a HD800 DVR or HD5-1200 DVR system with internal wireless bridge with roof mount antenna, GPS antenna receiver, inertia sensor (10G) with adjustable sensitivity, vehicle sensor harness. Data is gathered and viewed through the A.R.M.O.R software suite. Data from the REI systems is downloaded through a wireless access point each time a bus enters the Maintenance and Operations Facility yard. REI has expressed interest in cooperating with the successful firm to implement this project. The REI system should be integrated with this project if possible.

A Smart Drive video fleet management and safety solution has been installed on all buses by our contractor Transdev. This system is not to be integrated with this project.

Radio Communication

A Motorola digital two way radio system is installed on all buses. The radio system currently provides AVL for the transit system, but it can only be viewed by the dispatch office. The digital radio system is not required to be integrated with this project.

Fare Payment System

INIT electronic card based fare systems are installed on all buses. The INIT systems consist of a TOUCHit which is the driver interface and the PROXmobil2 which is the passenger interface. The system also includes a COPILOTpc which runs the system. The INIT system downloads a batch file with fare data each time the bus enters the transit facility yard. This system was launched in January 2017 and is now fully implemented with all monthly passes now available only electronically. This system may be integrated with the project if feasible.

Destination Signs

Hanover destination signs are now installed on 24 buses in the fleet with another 10 to be so equipped in 2019 and 11 in 2020. The remaining buses (now 27) have Twin Vision destination signs. The Hanover signs should be integrated into the system while the Twin Vision should only be integrated if advantageous to the overall project since the Twin Vision signs will be largely phased out by 2020 as buses are replaced.

3.5 Desired Implementation

Bus (Quantity)	CAD/AVL	MDT	AVA	Real-Time Public Info.	APC	Wi-Fi
Fixed Route (22)	X	X	X	X	O	O
Demand Response (16)	X	X	X	O	O	
Commuter (13)	X	X	O	X	O	Existing

The above chart represents the full suite of services that Yuba-Sutter Transit would like to implement with “X” representing a required services while “O” represents optional services. Many of the optional services may be implemented as part of a second phase of the project or may not be completed at all due to funding constraints.

3.6 Project Objectives

The following is a list of objectives Yuba-Sutter Transit hopes to accomplish as part of the work for this project. It is meant to demonstrate the expectations of Yuba-Sutter Transit and is not to be considered an all-inclusive list of the work required for this project. The Proposer is encouraged to provide, in its narrative response, any information it believes Yuba-Sutter Transit should consider in reaching the project objectives. The four main objectives include:

1. Improve the efficiency of our Dial-A-Ride service as measured by passenger trip per service hour by improving scheduling and reducing no shows.
2. Improve customer service by streamlining the trip reservation process.
3. Improve information provided to passengers through Automatic Voice Announcements (AVA) and real-time data.
4. Increase efficiency of the passenger counting/reporting process.

To achieve these objectives, the system should include, but not be limited to, the following:

- Install smart bus or Intelligent Transportation technology on fleet of 22 fixed route buses, 16 demand response cutaway buses and 13 commuter buses.
- Real-time automated vehicle location awareness and mobile data communication to ensure staff and rider safety, rider satisfaction and operational efficiencies with all areas of operations, including scheduling trips more efficiently, dispatching and reporting.
- Improve staff and management ability to record, collect, organize, monitor and respond to information generated by system operations, such as trip performance, scheduling statistics and real-time vehicle locate, communication and data capture.
- Schedule demand response trips more efficiently and effectively with the intent of increasing passengers per service hour.
- Streamline the collection and accuracy of information required for National Transit Database (NTD) reporting and other requirements for grant reporting.
- Centralize and automate the collection and management of data and generation of reports.

- Provide amenities for riders such as next bus technology and ability to schedule, cancel or monitor demand response rides via an app or through a link from the Yuba-Sutter Transit website.
- Ability to coordinate with other systems that Yuba-Sutter Transit may use currently or in the future.
- Ensure that the technology capabilities procured and implemented through this RFP are designed to facilitate in a cost effective manner the ability to add additional features or enhancements as technology progresses, needs are identified or funds become available.
- Ensure a single interface for all modes of transportation.
- The system is to be hosted, stored and retrievable through a web-based application.
- Implement technology in phases, if necessary.
- Technology must be transferable to new/replacement buses.

3.7 System Architecture/Data Management

- System must be a web-based application.
- System should use a robust database engine. Database platform must be the most current version. All data collected should be backed up so that no data is lost.
- System should support multiple browsers, and update to ensure compatibility with new browser versions.
- Operations and performance data will be stored in a historical database that will provide rapid access for common and recurring operational reports and a database reporting tool for developing ad-hoc reports.
- Fixed route data must be GTFS compliant and open source is preferred.
- Capacity to integrate third-party data.

3.71 Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) and Scheduling

- Live bus tracking from dispatch with a display that is capable of displaying real-time locations of entire fleet of vehicles or query for specific category of vehicles.
- Ability to show real-time information and historic playback.
- Arrival predications.
- Ability to accommodate deviations from fixed routes to accommodate demand response riders.
- Auto refresh rate of that is sufficient to give accurate vehicle GPS locations.
- Allow messages between driver and dispatch.
- Software access is needed for three workstations in the dispatch office.

3.72 Paratransit Scheduling Software

- Demand Response scheduling and dispatch software.
- Display electronic manifest for drivers.
- Show if and when capacity is available to assist dispatchers in scheduling same day trips

- Driver management and access to manifest from mobile data tablet.
- Provide customer information online and allow editing capabilities of personal information and scheduled trips.
- Offer call and/or text feature to inform clients about upcoming scheduled trips
- Provide customer information and editing capabilities.

3.73 Mobile Data Terminal (MDT)

- Unique Driver log in.
- Route selection.
- Next stop arrival times.
- Driver manifest for Dial-A-Ride with trip updates pushed to device in real-time.
- Maps or navigation system with turn by turn directions.
- Manual ridership counting.
- Integration with Hanover destination signs.
- Off the shelf MDTs are preferred.
- Ability to provide an audible tone to alert the driver of incoming messages.
- Device shall not be usable by the Driver when the vehicle exceeds 5 mph.

3.74 Automated Voice Annunciators (AVA)

- Internal and external audio announcements with automated pre-set messages at designated locations.
- Ability to announce major advertised stops, key transfer points and public service announcements.
- Ability to program remotely and push to vehicles.
- Announcements can be controlled by user, if desired, with bus microphone.
- Independent volume settings must be permitted for the interior and exterior announcements.
- In the event that a vehicle is operating off-route, the internal automated announcements/displays shall not be made. Once the route is reacquired, the system shall automatically determine and announce the next valid bus stop or other designated location. The response of the AVA to off-route and on-road detection shall be automatic and not require operator intervention or action.
- Provide for the potential of internal LED "Next Stop" scrolling signs.

3.75 Automatic Passenger Counters (APC)

- Tracking of boardings and alightings manually or with APCs installed at front and back doors.
- Allow for the count of bike rack usage and wheelchair lift/ramp deployment by stop, routes and runs.
- Passenger counting sensors used in the program shall have a proven accuracy level of at least 95% of actual boardings and alightings. Counting accuracy should have features to reduce or eliminate counting inaccuracies caused by passengers carrying items such as packages, boxes or backpacks onto the vehicle.
- Must not interfere electronically with the operation of the transit vehicle or its

onboard electronic equipment such as security equipment, engine control, etc. APC hardware must be durable to withstand the environment and elements associated with transit operations.

- Ability to collect and store GPS data.
- Reports including ridership by route and stop for specific periods (yearly, monthly, weekly, daily, etc.)

3.76 Reporting

Specific required reports include, but are not limited to, the following:

- Ridership by routes and stops in summary and detail for specific periods.
- Schedule adherence, on-time reporting, dwell time, missed stops.
- Vehicle hours and mileage in summary and detail for specific periods.
- Trip times for each route.
- NTD Report to include all categories required in the report.
- Ad-hoc report generator.
- Driver manifest.
- Operating Statistics.
- Cancellations and No Shows.
- Scheduling Refusals.
- Route productivity.
- Trip summary.

3.77 Mobile App/Online Viewer

- Live bus tracking by public users
- Ability to provide riders with arrival predictions, schedules, custom alerts, etc.
- Ability to assist users with navigation from origin to destination
- Real-time data should be viewable on all devices: Windows, Android and iOS.

3.78 Training, Customer Support and Warranties

- The Contractor will provide training for authorized personnel to ensure satisfactory competence in using the entire system. Adequate training will be provided on the use and maintenance of the system leading to a satisfactory level of competence by the appropriate Yuba-Sutter Transit administrative, operational, maintenance, technical and transit service operators.
- Additional training by the Contractor will be provided as necessary and within reason during the succeeding twelve (12) months.
- All software updates will be supplied at no cost throughout the life of the contract (minimum 3 years).
- Equipment and labor warranty for the duration of the contract (minimum 3 years) on all hardware installed with a full replacement or five day repair.
- For all returned hardware due to malfunction, Yuba-Sutter Transit and selected proposer agree to split the shipping costs with each party paying from their destination. Two day shipping required.

3.8 Clarifications/Interpretations

Any and all questions regarding this document must be addressed to Adam Hansen, Planning Program Manager. Any and all revisions to this document shall be made only by written addendum issued by Yuba-Sutter Transit. The Proposer is cautioned that the requirements of this proposal can be altered only by written addendum and that verbal communications, regardless of their source, shall be of no force or effect.

Yuba-Sutter Transit reserves the right to phase the above requirements based on funding availability.

END SECTION 3

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Section 4: Evaluation

4.1 Evaluation Criteria

The successful proposal will be selected using a weighted criteria evaluation. The award of the contract will be based on certain objective and subjective considerations listed below. The initial scoring will be out of 70 points (criteria 1-4 below). The top performing firms will then be invited to interview and demonstrate their project which will consist of 30% of the overall score. Criteria are weighted as listed below:

1. Technical Qualifications, Experience and Record of Past Performance (20%)

- Experience in performing work similar in nature and/or related to the work described in Requirements.
- Experience working with similar sized transit agencies.
- Strength, stability and capabilities of products offered.
- Logic of project organization and implementation including options to phase project.
- Proven track record of completed work and implementation with minimal impact to operations.
- Satisfaction of key references.

2. Concurrence with RFP (20%)

- Ability to deliver required elements in RFP.
- Experience with regulatory agencies and in regulatory compliance on transit projects.
- Ability to meet needs of Yuba-Sutter Transit in terms of performance and scheduling.
- Ability to phase project if needed.

3. Price (20%)

- Competitive and reasonable.
- Price will be evaluated on the basis of the lowest overall cost to Yuba-Sutter Transit, which is defined as the cost of ownership over a five (5) year period including the application purchase prices, additional cost of operating system hardware and software required, implementation services and continuing maintenance and support cost. The lowest total price proposal will receive the maximum number of points allocated to price. The price point allocation on the other proposals will be determined using the following formula:

(Lowest Proposal Price) X (Total Cost Points)/Price of Proposal Being Rated
The solution will be rounded to the nearest whole number.

4. Support, service, maintenance and warranty (10%)

- Includes support, service, maintenance and warranty for five years at a minimum.

5. Product demonstration (30%)

- Capability of products
- Ease of use
- Ability to explain products and processes in an understandable manner.

An evaluation committee of qualified Yuba-Sutter Transit staff or other persons selected by Yuba-Sutter Transit will conduct evaluations of proposals. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP.

Proposers, limited to no more than the top three (3), falling into the competitive range will be invited to participate in an interview with the Evaluation Committee to discuss all aspects of the proposal and present a demonstration. Yuba-Sutter Transit staff may also meet with reference or visit other agencies that utilize the firm's products. After the interviews or site visits, Yuba-Sutter Transit may ask for Best and Final Offers (BAFO). In this event, each proposer in the competitive range will be afforded the opportunity to amend their Proposal and submit their BAFO. These BAFO's will be evaluated by the Committee and the highest scoring proposal shall be recommended to the Yuba-Sutter Transit Board for award.

Yuba-Sutter Transit reserves the right, before awarding the contract, to require a Proposer to submit evidence of its qualifications, as Yuba-Sutter Transit deems necessary. In addition, Yuba-Sutter Transit may consider any evidence available of financial, technical and other qualifications and capabilities; including performance experience with past and present users.

Yuba-Sutter Transit reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

Yuba-Sutter Transit reserves the right to award the contract to that Proposer who will best serve the interest of Yuba-Sutter Transit. Yuba-Sutter Transit reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. Yuba-Sutter Transit also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Yuba-Sutter Transit uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive and responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criterion, from each proposer.

END OF SECTION 4

Section 5: Proposal as Public Records

Access to government records is governed by the California Public Records Act (Gov. Code 6250 et seq.). Except as otherwise required by the California Public Records Act, Yuba-Sutter Transit will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which a proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. The Price Proposal and its contents shall not be considered proprietary information.

By submitting a proposal, the Proposer has thereby agreed to the provision of this Section.

END OF SECTION 5

Section 6: General Provisions

These General Provisions are complementary to the Contract which is required to properly define and delineate the responsibilities and rights of the parties to this Contract.

6.1 Conflicts of Interest

Current and Former Employees: Yuba-Sutter Transit seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former Yuba-Sutter Transit employees in transactions with Yuba-Sutter Transit. Consistent with this policy, no current or former Yuba-Sutter Transit employee may contract with, influence, advocate, advise, or consult with a third party about a Yuba-Sutter Transit transaction, or assist with preparation of bids submitted to Yuba-Sutter Transit while employed by Yuba-Sutter Transit or after leaving Yuba-Sutter Transit's employment, if he/she was substantially involved in determining the work to be done or process to be followed while a Yuba-Sutter Transit employee.

Organizational Conflicts of Interest: An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a contractor or subcontractor is unable, or potentially unable, to render impartial assistance or advice to Yuba-Sutter Transit; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage. Yuba-Sutter Transit will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, Yuba-Sutter Transit may prohibit the contractor and any of its subcontractors from participating in such related procurements/projects.

6.2 Debarment and Suspension

Contractor must not be debarred or suspended in order to conduct business with Yuba-Sutter Transit. Upon the Proposal Due Date and for the full duration of the Contract, the Contractor will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency or from bidding on any public contract; and shall not be 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 below.

Within a three (3) year period preceding this proposal, Contractor shall not have been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one

or more public transactions (federal, State or local) terminated for cause or default. If it is later determined that the Contractor knowingly rendered an erroneous certification under the Affidavit submitted with its proposal, or failed to notify Yuba-Sutter Transit immediately of circumstances which made the original certification no longer valid, Yuba-Sutter Transit may immediately terminate the Contract.

6.3 Defective Materials or Services

When and as often as Yuba-Sutter Transit determines that the products or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, Yuba-Sutter Transit may give written notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply Yuba-Sutter Transit with a written detailed plan of action that indicates the time and methods needed to bring the products or services within acceptable limits under the Contract. Yuba-Sutter Transit may reject or accept this plan at its discretion.

In the event this plan is rejected or the defect has not been remedied within thirty (30) days of Contractor's receipt of notice, the products or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. Yuba-Sutter Transit, in its sole discretion, may purchase a replacement from another source and charge-back the cost for such warranty replacement to the Contractor. This procedure to remedy defects is not intended to limit or preclude any other remedies available to Yuba-Sutter Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW.

6.4 Limitation of Liability

A. Non-conforming Services - For any services which fail to conform to the scope of the Contract and such failure is caused solely by the negligence of the Contractor, no charge will be invoiced to Yuba-Sutter Transit. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each.

B. Damages - Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

C. Third Party Claims - In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

6.5 Taxes

Any State sales/use tax, import revenues, or other taxes, which are not or which may hereafter be imposed by Congress, a State, or any political subdivision hereof and

applicable to the sale or material delivered as a result of this RFP, and which by the terms of the tax law must be passed directly to Yuba-Sutter Transit, will be paid by Yuba-Sutter Transit from the Contractor's invoice.

All applicable taxes which the awarded firm is required to pay shall also be included in the proposed price for the work under this Contract. No adjustments will be made in the amount to be paid by Yuba-Sutter Transit under the Contract because of any misunderstanding or any lack of knowledge of the Proposer as to liability for, or the amount of, any taxes or assessments which the Proposer may be liable or responsible for by law.

6.6 Contract Documents and Term

The successful Proposer will receive an award package from Yuba-Sutter Transit that includes the Final Award Notice, two original duplicates of the Contract for signature, and other documents as required.

Contractor must immediately sign and return all requested documents to Yuba-Sutter Transit within ten (10) calendar days, unless indicated otherwise, or Yuba-Sutter Transit may utilize their right to cancel the award and go to the next highest scoring Proposer. Proposers should already have preparations in place to notify their insurance broker and/or bonding agent to immediately obtain the required documents.

The contract to be awarded pursuant to this RFP is intended to be a firm fixed price contract.

6.7 Failure to Execute Contract

Should the awarded Contractor fail to execute the Contract within fifteen (15) days from the Final Award Notice date, Yuba-Sutter Transit may withdraw the award and present the award to the next highest scoring Proposer. Should events give rise to this instance, the Proposer failing to execute a contract may be removed from Yuba-Sutter Transit's bid list for any future contracting opportunities.

END OF SECTION 6

Section 7: Requirements of the Proposal

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate decorative or extraneous materials strongly discouraged. The proposal shall be submitted in an 8-1/2" X 11" format with foldouts from this basic size utilized as necessary. Proposal submittal requirements are described below.

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. Yuba-Sutter Transit prefers all responses to this RFP to be less than 50 pages.

All proposals must be submitted in a sealed package with the RFP title, number and due date clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received by Yuba-Sutter Transit at 2100 B St, Marysville, CA 95901 NO LATER THAN 4:00 PM on Friday, September 21, 2018. Submittal of response by fax or e-mail will NOT be accepted.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS TWO (2) ADDITIONAL HARD COPIES AND ONE (1) ELECTRONIC COPY ON A FLASH DRIVE OR CD OF THEIR PROPOSAL INCLUDING ANY ATTACHMENTS. THE ABOVE REQUIREMENTS TOTAL THREE (3) HARD COPIES OF YOUR PROPOSAL.

The proposer understands that the information contained in these Proposal pages is to be relied upon by Yuba-Sutter Transit in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by Yuba-Sutter Transit.

7.1 Required Submittals

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving the Contractor ample opportunity to highlight their proposal. The evaluation process must also be manageable and effective. When a Contractor submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Contractor has identified as necessary to successfully complete the obligations outlined in the RFP.

The proposal shall describe in detail the Contractor's ability and availability of services to meet the goals and objectives of this RFP as stated in the Scope of Work.

The Contractor shall submit one (1) original proposal marked "ORIGINAL" and two (2) copies of the original marked "COPY" along with one (1) electronic copy. It is imperative to note that the Contractor is to submit only one original and the required number of copies. Costs for developing the proposal are solely the responsibility of the Contractor; whether or not any award results from this solicitation. Yuba-Sutter Transit will not reimburse such costs.

The following section describes mandatory description and documents that shall be addressed in or included with each submittal. Failure to address or include all of the items discussed in this section may subject the submittal to immediate rejection. Yuba-Sutter Transit will be the final authority in determining the responsiveness of submittals. All materials become the property of Yuba-Sutter Transit.

7.11 Letter of Transmittal

Include a letter introducing the firm and the primary contact signed by a representative authorized to bind the company.

7.12 Qualifications and Experience of Firm

Provide a description and listing of your firm, current size and years of experience. Describe key personnel involved in the completion of project requirements, including resumes.

Based on the information contained in the RFP, describe how the proposed system will meet the needs of Yuba-Sutter Transit. Proposer should provide documentation outlining their understanding of each area as listed in the Scope of Work section (Section 3). Documentation shall include detailed description of previous experience and sample work.

A list of references for five (5) clients for whom similar projects have been completed must be provided. Include the name of the client organization, primary client contact information, description of work and time period in which work was completed. Yuba-Sutter Transit reserves the option to contact or visit any or all of the references on the list.

7.13 Features of product, Implementation and Technology Expansion

Proposer should describe products that will be provided to meet the requirements listed in Section 3. Include an implementation plan with your description.

Proposer should describe how the firm will continue to meet and explore future

technology.

7.14 Price Proposal

Proposers shall complete the Proposal Pricing Form (Attachment A, Section 8). A more detailed breakdown of all costs is to be provided and attached to Attachment A, Section 8 and provides the proposer with an opportunity to list assumptions, discuss services included in price and provide additional details as applicable.

Indicate, if applicable, any minimum or maximum amounts of supplies or equipment that must be ordered to receive pricing quoted.

All applicable taxes which the awarded firm is required to pay shall also be included in the proposed price for the work under this Contract. No adjustments will be made in the amount to be paid by Yuba-Sutter Transit under this Contract because of any misunderstanding by, or lack of knowledge of, the Proposer as to liability for, or the amount of, any taxes for which the Proposer is liable or responsible by laws as it pertains to this Contract.

All proposed prices shall remain firm for a minimum of ninety (90) days from the submittal date of the proposal. Prices quoted by the successful Proposer shall remain valid for the duration of the Contract term.

7.15 Support, Service, Maintenance and Warranty

Describe support, service, maintenance and warranty to be provided over life of the contract and beyond if relevant.

END OF SECTION 7

Section 8: Attachments

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ATTACHEMNT A

Cost Proposal Form

	Quantity	Price per unit	Cost
Proposed Cost for Requirement 3.7 System Architecture/Data Management			
Proposed Cost for Requirement 3.71 CAD/AVL/Scheduling Software			
Proposed Cost for Requirement 3.73 MDT			
Proposed Cost for Requirement 3.74 AVA			
Proposed Cost for Requirement 3.75 APC			
Proposed Cost for Requirement 3.76 Reporting			
Proposed Cost for Requirement 3.77 Mobile App			
Proposed Cost for Requirement 3.78 Training, Customer Service, Support and Warranties			
*Proposed Cost for Travel for the Entire Project			
Sub Total			
Sales Tax (Marysville) 8.25%			
Total			

Proposer must include a more complete cost breakdown with a description of what is included in each cost estimation listed above.

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, SUBMITS THE ATTACHED. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN BELOW. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Signature of Authorized Official: _____ Date: _____

Title: _____ Print Name: _____

ATTACHMENT B

YUBA-SUTTER TRANSIT AUTHORITY REQUEST FOR PROPOSALS BIDDER'S AFFIDAVIT

NON-COLLUSION

The bidder making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price of affiant or of any other proposer, or to fix any overhead, profit or cost element of said Bid price, or of that of any other proposer, or to secure any advantage against the Yuba-Sutter Transit Authority or any person interested in the proposed contract; and that all statements in said Bid are true.

That neither any officer, director or employee of the Yuba-Sutter Transit Authority is in any manner interested, directly or indirectly, in the Bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said Bid, nor in any expected profits which may arise therefrom.

CONFLICTS OF INTEREST & ANTI-KICKBACKS

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it 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 such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Yuba-Sutter Transit Authority and take immediate action to eliminate the conflict or to withdraw from said Contract as Yuba-Sutter Transit Authority may require.
2. No officer, employee, Board member, agent of Yuba-Sutter Transit Authority, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Yuba-Sutter Transit Authority or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

DRUG-FREE WORKPLACE CERTIFICATION

The contractor named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 9b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, 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.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Yuba-Sutter Transit Authority or other governmental agency with a 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.

ELIGIBLE BIDDER CERTIFICATION

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

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

By signing and submitting its bid or proposal, the bidder or proposer hereby certifies that they are not on the Comptroller General of the United States of America list of ineligible bidders.

The certification in this clause is a material representation of fact relied upon by the Yuba-Sutter Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Yuba-Sutter Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DEBARMENT AND SUSPENSION

The Bidder certifies 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 (3) year period preceding this Bid been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 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 above; and
- 4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

WORKER’S COMPENSATION INSURANCE CERTIFICATION

The Contractor shall secure the payment of Workmen’s Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish Yuba-Sutter Transit with a certificate evidencing such coverage together with verification thereof as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen’s Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.

Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3802, ET SEQ., ARE APPLICABLE THERETO.

Authorized Signature _____ Date _____

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public in and for the State of _____ residing in _____

****THIS FORM MUST BE NOTARIZED AND SUBMITTED WITH YOUR BID****

ATTACHMENT C

YUBA-SUTTER TRANSIT BROCHURES

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ATTACHMENT D

SECTION 6. PROTEST PROCEDURES

6.1 Protest Filing Procedures

A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. There are three basic types of protests, based on the time in the procurement cycle when they occur:

- 1) A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date.
- 2) A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- 3) A post-award protest is a protest received after award of a contract.

All protests must be submitted in writing via mail, FAX or e-mail addressed to the Transit Manager at the following:

Yuba-Sutter Transit
ATTN: Transit Manager 2100 B Street
Marysville, CA 95901

FAX: (530) 634-6888
Email Address: keith@yubasuttertransit.com

Required Contents

In order to be deemed substantive, a written protest must include at a minimum the name of the protester; the applicable solicitation title, number or description; statement of grounds for the protest; adequate contact information and preferred delivery method for the response/determination.

The Yuba-Sutter Transit Authority Board of Directors has the ultimate responsibility for awards made to a vendor or contractor financed with Federal assistance awarded by the FTA or otherwise subject to Federal and State Third Party Contract provisions.

Request for Reconsideration

Yuba-Sutter Transit will allow for submission of a request for reconsideration if data becomes available that was not previously known, or there has been an error of law or regulation. Requests for reconsideration should be submitted in writing within five (5) working days of the date the protester learned or should have learned of an error or other basis of appeal.

6.2 Pre-Bid Protests

Unless otherwise explicitly stated in the public solicitation document, the deadline for the submission of a pre-bid protest shall be the close of normal business hours, no later than ten (10) working days after the publication/release date of the respective solicitation document(s). In instances where a solicitation document expresses a specific date and/or time deadline for submission of pre-bid protest, the published deadline shall take precedent over the ten (10) working day policy.

Responses

The Transit Manager shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed, faxed or emailed (according to protestor's preference) during normal business hours, no later than five (5) working days after the receipt of the pre-bid protest or prior to the published proposal due date, whichever is first. A response to any substantive questions received by Yuba-Sutter Transit may be sent to all interested parties or otherwise published as an addendum to the original solicitation.

6.3 Pre-Award Protests

To be considered, a pre-award protest must be received in writing prior to the close of business, within three (3) working days of the date the protester learned or should have learned of a recommendation to award or prior to the date of the award, whichever is first.

Responses

The Transit Manager shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed, faxed or emailed (according to protestor's preference) prior to the close of normal business hours, within three (3) working days of receipt of the protest or prior to the date of the award, whichever is first.

6.4 Post-Award Protests

To be considered, a post-award protest must be received prior to the close of business, within five (5) working days of the date the protester learned or should have learned of an adverse decision or other basis of appeal.

Responses

The Transit Manager shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed, faxed or emailed (according to protestor's preference) prior to the close of normal business hours, within three (3) working days of receipt of the protest.

Protests dealing with restrictive specifications or alleged improprieties in solicitation must be filed no later than ten (10) working days prior to bid opening or closing date for receipt

of proposals. Any other protest must be filed no later than three (3) working days after:

1. Notification of Intent to Award is issued for award of contract if the contract is awarded by Yuba-Sutter Transit Board per staff recommendation; or
2. Notification of Award is issued if the Yuba-Sutter Transit Board has delegated award authority to the Purchasing Agent or Yuba-Sutter Transit Board does not award the contract according to the Notification of Intent to Award.

Protests shall be in writing and addressed to the Transit Manager.

The protest shall identify the protestor, contain a statement officially declaring a protest and describing the reasons for the protest, and provide any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified above. The protest shall indicate the ruling or relief desired from Yuba-Sutter Transit.

6.5 Appeal to FTA

Under certain limited circumstances, and after the protestor has exhausted all administrative protest remedies made available by Yuba-Sutter Transit, an interested party may protest to the Federal Transit Administration (FTA) the award of a contract pursuant to an FTA grant. FTA's review of any protest shall be in accordance with FTA guidance. FTA will not substitute its judgment for that of its grantee or sub grantee, unless the matter is primarily a Federal concern.

FTA's Role and Responsibilities

FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions.

Requirements for the Protester

The protestor must:

- (a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder whose direct economic interest would be affected by the award or failure to award the third party contract at issue.
 1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an “interested party,” because it does not have a direct economic interest in the results of the procurement.
- (b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient’s protest procedures to completion before appealing the recipient’s decision to FTA.
- (c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient’s final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient’s failure to have or failure to comply with its protest procedures or failure to review the protest.

Appeals to FTA and Caltrans should be sent to:

FTA Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105

California Department of Transportation
Division of Mass Transportation
P.O. Box 942874, M.S. 39
Sacramento, CA 94274-0001

The Recipient’s Procedural Failures. FTA will consider a protest if the recipient:

- 1) Does not have protest procedures, or
- 2) Has not complied with its protest procedures, or
- 3) Has not reviewed the protest when presented an opportunity to do so.

Violations of Federal Law or Regulations

FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

Violations of State or Local Law or Regulations

FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

FTA Determinations to Decline Protest Reviews

FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

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ATTACHMENT E

Federal Requirements

Federal Transit Administration (FTA) Provisions

Section 1 Fly America Requirements

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Section 2 Charter Bus Requirements

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

Section 3 School Bus Requirements

As amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions.

When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Section 4 Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Section 5 Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Section 6 Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 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.

Section 7 Access to Records and Reports

Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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.

Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

Section 8 Federal Changes

Contractor shall 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 purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Section 9 Clean Air

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Section 10 Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 11 Contract Work Hours & Safety Standards Act

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 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 40 hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.
- C. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para.(2) of this section.

- D. Subcontracts - 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. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 12 No Government Obligation to Third Parties

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

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

Section 13 Program Fraud and False or Fraudulent Statements or Related Acts

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- B. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- C. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 14 Termination

- A. Termination for Convenience. The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- B. Termination for Default. If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default.

Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

- C. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- D. Opportunity to Cure. The recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient'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 the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- E. Waiver of Remedies for any Breach. In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
 - 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

Section 15 Government Wide Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - 1. It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,
 - 2. It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
 - 3. It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

- B. If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Section 16 Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) 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.

Section 17 Civil Rights Requirements

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service: Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

- A. FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
1. Nondiscrimination - Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the

preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b)

2. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
3. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing,
4. General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

B. Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction " as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

C. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer . The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program

is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department 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 of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

- D. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- E. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 - 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- F. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

- G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,
- H. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- I. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- J. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Section 18 Breaches and Dispute Resolution

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

- A. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.
- B. 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 ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and 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 residing State.
- C. Rights and Remedies - 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 recipient 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.

Section 19 Transit Employee Protective Provisions

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA

assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

- (1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Section 20 Disadvantaged Business Enterprise

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises

(DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

- B. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. If a separate contract goal has been established, Bidders/offerers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- D. If no separate contract goal has been established, the successful bidder/offerer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- E. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- F. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Section 21 Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Section 22 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, 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 request that would cause the recipient to be in violation of FTA terms and conditions.

Section 23 Drug and Alcohol Abuse and Testing

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of

Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable

Section 24 Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Section 25 Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP- 21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Section 26 Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Section 27 Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Section 28 Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Section 29 Ineligible Contractors and Subcontractors

Any name appearing upon the Controller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Section 30 Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Section 31 Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Section 32 Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Section 33 Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Section 34 Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Section 35 Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Section 36 Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 37 Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201.

Section 38 Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organization conflict of interest as described as follows:

- (1) When it Occurs. An organization conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage.
 - (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
 - (c) Other. An organization conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions.
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Section 39 Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the California State Department of Transportation, the California State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the California State Department of Transportation, Independent Office of Audits and Investigation, Mail Station 2 P.O. Box 942874 Sacramento, CA 94274-0001. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the California State Department of Transportation's Independent Office of Audit's and Investigation, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Section 40 Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

DRAFT

AGENDA ITEM IV – B
STAFF REPORT

FY 2018 ANNUAL PERFORMANCE REPORT

Attached is the systemwide performance report for the services operated by Yuba-Sutter Transit for all of FY 2018 (July 2017 – June 2018) presented in comparison with the performance for the same period the previous fiscal year. After setting annual ridership records for 12 consecutive years and an almost unbelievable run of ridership increases in 24 of the previous 25 years through FY 2015, systemwide ridership has since declined for three consecutive years including a 3.8 percent one year decrease from FY 2017 to FY 2018. While the figures vary by service, systemwide ridership has now dropped by a total of 21.1 percent since FY 2015.

While similar and worse ridership declines have been experienced in recent years by many of the transit agencies in the greater Sacramento area and beyond, major local contributing factors certainly include the restructuring of Routes 1 and 4 and the elimination of the “transfer-for-a-transfer” policy in September 2015 and the introduction of the Connect Card electronic fare card system in 2017. Other potential factors over the last three years include continuing on-time performance challenges; chronic reliability problems of our older local fixed route and commuter buses; low fuel prices at least until recently; and, the general lack of population and employment growth in the region. Over the last three years, local fixed route ridership has dropped by 23.3 percent, Sacramento ridership by 14.4 percent and Dial-A-Ride ridership by 5.5 percent.

For FY 2018, the largest one year ridership drop was on the local fixed route system for all of the reasons noted above. Dial-A-Ride ridership was down 2.6 percent while rural route ridership continues to vary widely due to the limited nature of these services though all were down compared to FY 2017. Dial-A-Ride ridership was down 2.6 percent while rural route ridership continues to vary widely due to the limited nature of these services though all were down in FY 2018. There was some good news as the Sacramento services, after a strong second half of the year, ended FY 2018 with a 1.5 percent ridership increase over FY 2017 ending a steady three year ridership decline that began in January 2015. Vehicle service hours were up 2.4 percent for the fiscal year as service returned to normal following the FY 2017 reductions that resulted from the February 2017 Lake Oroville spillway incident. In fact, the number of service hours that were operated in FY 2018 was almost identical to that which was operated two years earlier for FY 2016. With the increase in service hours, increased operating costs and reduced ridership; all of the major systemwide financial performance indicators were down for the year.

Looking forward, the most significant issues for FY 2019 will be the still uncertain ridership and financial impacts of the new Connect Card regional electronic fare card system. First offered to the public in January 2017, the system was not fully implemented until July 2018. While the Connect Card has been almost universally accepted by Sacramento commuters and is now used exclusively for all monthly passes, it remains to be seen how local cash fare passengers will adapt to the new system now that transfers are no longer being issued. Staff is planning a major marketing campaign this fall to reintroduce the Sacramento services and working to implement other system improvements, but systemwide performance for FY 2019 will largely be determined by how the Connect Card system affects both ridership and fare receipts and that impact may not really be apparent for some months to come. The other major factor will be the fate of the discount monthly youth, senior and disabled bus pass programs for which grant funding will again be requested from the Feather River Air Quality Management District (FRAQMD) to extend these extremely popular programs beyond March 2019. Of course, fuel prices and general economic conditions always have the potential to impact ridership whether negatively or positively both locally and to downtown Sacramento.

Staff will be prepared to discuss the year-end performance summary in detail at the meeting.

RECOMMENDATION: Information only.

**ANNUAL PERFORMANCE REPORT
FISCAL YEAR 2017-2018**

	Passenger Trips	Vehicle Serv. Hours	Pass. Trips Per VSH	Est. Fare Revenue	Fare Rev. Per VSH	Est. Farebox Ratio
Fixed Route:						
July 2017 - June 2018	817,937	51,965.57	15.74	\$506,709	\$9.75	12.8%
July 2016 - June 2017	858,384	51,125.63	16.79	\$556,772	\$10.89	14.7%
Percent Change	-4.7%	1.6%	-6.3%	-9.0%	-10.5%	-12.8%
Dial-A-Ride:						
July 2017 - June 2018	66,230	25,386.96	2.61	\$122,718	\$4.83	6.4%
July 2016 - June 2017	68,023	24,475.76	2.78	\$130,601	\$5.34	7.2%
Percent Change	-2.6%	3.7%	-6.1%	-6.0%	-9.4%	-11.8%
Sacramento Services (Commuter & Midday):						
July 2017 - June 2018	132,626	13,817.23	9.60	\$534,518	\$38.68	50.9%
July 2016 - June 2017	130,627	13,449.03	9.71	\$584,922	\$43.49	58.8%
Percent Change	1.5%	2.7%	-1.2%	-8.6%	-11.1%	-13.4%
Foothill Route:						
July 2017 - June 2018	1,943	977.29	1.99	\$1,663	\$1.70	2.2%
July 2016 - June 2017	2,052	987.44	2.08	\$2,270	\$2.30	3.1%
Percent Change	-5.3%	-1.0%	-4.3%	-26.7%	-26.0%	-27.9%
Live Oak Route:						
July 2017 - June 2018	3,455	905.98	3.81	\$3,174	\$3.50	4.6%
July 2016 - June 2017	3,557	863.32	4.12	\$3,478	\$4.03	5.4%
Percent Change	-2.9%	4.9%	-7.4%	-8.7%	-13.0%	-15.3%
Wheatland Route:						
July 2017 - June 2018	445	459.76	0.97	\$605	\$1.32	1.7%
July 2016 - June 2017	572	463.58	1.23	\$505	\$1.09	1.5%
Percent Change	-22.2%	-0.8%	-21.6%	19.8%	20.8%	17.6%
Systemwide Summary:						
July 2017 - June 2018	1,022,636	93,512.79	10.94	\$1,169,388	\$12.51	16.5%
July 2016 - June 2017	1,063,215	91,364.76	11.64	\$1,278,548	\$13.99	18.9%
Percent Change	-3.8%	2.4%	-6.0%	-8.5%	-10.6%	-13.0%

Notes:

1. All financial calculations are estimates pending final fiscal audits.