



Request for Proposal (RFP)
For
“On-Demand Scheduling & Dispatching System”
RFP No. 24-03
Yuba-Sutter Transit Authority
2100 B St
Marysville, CA 95901

**Proposals must be submitted
No later than 4:00 PM
May 31, 2024**

LATE PROPOSALS WILL BE REJECTED

Issued: April 30, 2024

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1.0 INTRODUCTION / BACKGROUND

The Yuba-Sutter Transit Authority is requesting proposals from qualified firms to implement a combined paratransit and General Public Microtransit scheduling and dispatch platform. The Contractor must provide a cloud hosted system that supplies an on-demand environment for managing and supporting the paratransit and Microtransit operations.

1.1 Project Goals

The overall goals for this project are:

- *Improve the passenger experience by increasing access, decreasing travel time and improving connectivity throughout the network.*
- *Lower on-demand trip cost through efficiency.*
- *Increase fixed route ridership through on-demand support and first-mile, last-mile connectivity.*
- *Achieve efficient and easy to use on-demand trip scheduling and vehicle tracking.*
- *Maintain the ability to introduce new on-demand transit zones.*
- *Ability to implement and integrate fixed route vehicle location for both internal control and customer facing trip planning/vehicle tracking application(s).*

1.2 Agency Overview

Introduction

The Yuba-Sutter Transit Authority (Yuba-Sutter Transit or the Authority) 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. Under the current operating contract with Storer Transit Systems, Inc., Yuba-Sutter Transit provides four distinct public transit services within the urbanized and rural areas of the counties as listed below:

- Urban fixed route service in the cities of Yuba City and Marysville and the unincorporated communities of Linda and Olivehurst.
- Urban demand responsive Dial-A-Ride service, which includes service to seniors and persons with disabilities and complementary paratransit service as required by the Americans with Disabilities Act (ADA) along with a general- public weekday evening Dial-A-Ride service within the same urban service area.
- Weekday peak hour commuter and midday service to downtown Sacramento.
- Limited rural route deviation 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 by contract with the Cities of Live Oak and Wheatland.

Yuba-Sutter Transit currently operates a fleet of 55 buses ranging in capacities of 12 to 57 seated passengers. Due to the pandemic, ridership dropped to a 25-year low of just 347,891 trips in FY 2020-21 but has since begun to recover and provided 516,376 trips in FY 2023.

The local fixed route system provides service every 30 to 60 minutes on six routes with 12 buses in all day service Monday through Friday 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. No service is provided on Sunday or major holidays.

The Authority contracts with Storer Transportation for the operation of all transit services including management, drivers, maintenance staff and cleaning staff. When referencing the Authority throughout this RFP, Storer staff is included.

2.0 COA Implementation

In May 2023, the Authority adopted a comprehensive operational analysis (COA) titled the “NextGen Transit Plan,” which called for the implementation of community on-demand zones in- lieu of some local fixed routes. The COA recommends implementation of the on-demand zonal system in three phases for a number of reasons which include; to ensure an organized implementation with minimal impact to transit patrons; provide staff, dispatchers and operations time to learn, analyze, adjust and modify current and future implementation procedures; allow time to transition the fleet to smaller vehicles more appropriate for on-demand service; and allow staff time to analyze the success and suitability on on-demand service for the Yuba-Sutter area before additional zones are added. A high-level outline of the phases is provided below, but additional information can be found here:

<https://www.yubasuttertransit.com/nextgen-transit-plan>.

Phase 1

Launch On-Demand Service in the Greater Yuba City Area

Eliminate routes 2 and 5 which serve as circulation routes within Yuba City and replace them with an on-demand general public service. Eliminating routes 2 and 5 removes three fixed route buses from service. Additionally, the COA calls for streamlining Route 1 which is the main east/west route in the system. By streamlining Route 1, thirty-minute frequency can be maintained with three buses as opposed to the four fixed route buses that currently operate on the route. These changes to the fixed routes make way for a Yuba City community on-demand zone using 4-5 smaller cutaway buses for service Monday-Saturday.

The on-demand service is also at some point intended to replace the dial-a-ride (DAR) service that is operated in Yuba City. Persons 65 and older, those with qualifying disabilities and ADA certified individuals qualify for the DAR service during the day and general- public Dial-A-Ride service is available in the evening within the same urban service area. Currently, those that use the DAR service can make reservations 14 days in advance, schedule subscription trips and even call for same day service if capacity allows. DAR passengers are picked up within a 15-minute window that starts at their scheduled pick-up time.

Phase 2 (1 year after Phase 1 implementation)

Launch On-Demand Service in the City of Marysville and Community of Linda

The Marysville and the Linda Community Zones will be created in Phase 2 of the implementation plan. This will eliminate two fixed route buses operating on Route 4 in Marysville and one bus operating Route 6 in Linda. The fixed routes will be replaced with two on-demand buses in each zone. Additionally, Route 3 will be modified to provide better north/south coverage in the communities of Linda and Olivehurst.

Phase 3 (6 months after Phase 2 implementation)

Launch On-Demand Service in the Communities of Olivehurst and Arboga

This includes the Olivehurst Community on-demand zone that extends south into the community of

Arboga. This zone is anticipated to extend the reach of Route 3 by providing trips within the zone or transferring patrons to Route 3 at key stops. The on-demand vehicles are also anticipated to cover the area south of Olivehurst where development is taking place but there is currently insufficient demand to necessitate a fixed route.

Current Ridership

The current ridership of the services are as follows (February 2024):

Service	Fleet Size	Avg Weekday Trips	Passengers per Rev. Hour	Anticipated Modifications of Existing Services
Dial-A-Ride	23	108	1.9	Transition within 90 days of microtransit starting service in area
Fixed Route 1	22	746	15.7	Modified version will remain
Fixed Route 2	22	233	9.7	Cancel in Phase 1
Fixed Route 3	22	327	13.6	Modified version will remain
Fixed Route 4	22	215	9	Cancel in Phase 2
Fixed Route 5	22	135	11	Cancel in Phase 1
Fixed Route 6	22	104	8.8	Cancel in Phase 2

Yuba-Sutter Transit’s intention is to implement the microtransit service in an orderly fashion to minimize the impact on the current patrons. Phase 1 includes implementing microtransit service in Yuba City. It is also desired to use the selected software to dispatch the approximately 100 daily Dial-A-Ride trips throughout the service area. For efficiency and ease of use, at the appropriate time, the microtransit and Dial-A-Ride services may be comingled. Yuba-Sutter Transit will rely on the expertise of the selected firm to recommend how and when this transition occurs. After the implementation of Phase 1 on-demand service is complete and operations have stabilized, (ridership and number of service hours needed) discussions to implement the next phase will commence. The COA calls for Phase 2 to be implemented one year after the implementation of Phase 1. However, this is a working schedule, and the schedule is not as important as implementing the new services in an effective and proficient manner.

There are a potential 22 vehicles that can be used for the on-demand service. These buses are currently used for Dial-A-Ride (12 in max service) and three rural routes (City of Live Oak, Foothills and City of Wheatland). Recently Yuba-Sutter Transit received six Frontrunner low floor 12 passenger buses that are intended to be branded and utilized for the implementation of Phase 1. However, it is intended that any of the cutaway buses can be used for on-demand service if needed. See Attachment N for additional fleet information.

2.1 Cost Proposal, Agreement Term, and Payment Method

Cost Proposal

Yuba-Sutter Transit is seeking “end-to-end” pricing for implementation and deployment of the system including any and all charges or fees for development, hardware/equipment, installation, project management, setup, licensing, services, maintenance and warranty coverage. In addition, Proposers should specify any and all ongoing transactional fees, and/or annual pricing for any and all charges associated with the full term of the Agreement. The contract awarded will be subject to negotiation and costs may be subject to audit and certification by the Authority and/or the Federal Transit Administration (FTA).

Yuba-Sutter Transit's intention is to implement the microtransit service in an orderly fashion to minimize the impact on the current patrons. Phase 1 includes implementing microtransit service in Yuba City. It is also desired to use the selected software to dispatch the approximately 100 daily Dial-A-Ride trips throughout the service area. For efficiency and ease of use, at the appropriate time, the microtransit and Dial-A-Ride services may be comingled. Yuba-Sutter Transit will rely on the expertise of the selected firm to recommend how and when this transition occurs. After the implementation of Phase 1 on-demand service is complete and operations have stabilized, (ridership and number of service hours needed) discussions to implement the next phase will commence. The COA lays out a schedule that has Phase 2 to being implemented one year after the implementation of Phase 1 and Phase 3 being implemented one year after Phase 2 implementation. However, we anticipate phase 3 being sooner (6 months after Phase 2) if we have sufficient vehicles to operate the service. After Phase 2 implementation, this is a working schedule and adhering to the schedule is not as important as implementing the new services in an effective and proficient manner. Option year pricing (years 6,7 and 8) will be based on an agreed upon escalation factor based on year five.

Duration of Agreement

Yuba-Sutter Transit intends to enter into a contract with the selected Proposer for an initial demonstration period of twelve months. Prior to the end of this initial demonstration period, but no later than nine months after the full, public deployment of the system, the Authority will notify the selected proposer of formal system acceptance and its intent to enter into a 48-month operating term contract to commence at the end of the demonstration period. It is anticipated that following the full 5-year contract term, Yuba-Sutter Transit may, at its sole discretion, opt to extend the contract on an annual basis for up to three additional 1-year terms.

The Proposer who is awarded a contract for this Project will be authorized to perform work pursuant to task orders issued in accordance with the terms of the contract. The initial Task Order will consist of Phase 1 implementation/deployment of the system in the Yuba City community zone. Yuba-Sutter Transit anticipates that the system will be "off the shelf" and require minimal customization and testing. Following system acceptance, an annual warranty period shall commence, followed by an extended warranty period of up to the full term of the contract, priced annually.

Payment

The Proposer will propose its payment scheme for completion of services and deliverables in accordance with the Authority's Milestone Payment Schedule (Attachment D) related to System development, setup, installation, testing and deployment, and any fees for service/maintenance warranty periods. In their response, the Proposer shall include a task loaded cost table. Any progress payments shall be invoiced by the Proposer in arrears, and no more often than monthly, based upon services or deliverables provided, unless otherwise stated in the Payment Schedule. Proposers may include a modified Payment Schedule for Yuba-Sutter Transit's consideration.

3.0 PROPOSER BACKGROUND / QUALIFICATIONS

Proposer's eligibility to respond to this RFP is based on Proposer's ability to meet Yuba-Sutter Transit's requirements. Yuba-Sutter Transit, in its sole discretion, reserves the right to determine whether any Proposer meets the minimum eligibility standards, to determine whether a proposal is responsive, and to select a proposal which best serves the Authority's stated objectives.

If a proposer cannot meet all qualification requirements as stated herein, it must be noted in the proposal, otherwise the proposal shall be rejected without further consideration. The Authority

reserves the right to reject any and all proposals.

Proposers must provide narrative responses to the following questions, including any necessary documentation:

- ✓ Each Proposer should specify the number of years the Proposer has been in the public sector business.
- ✓ Each Proposer shall provide evidence of a minimum of five (5) years' experience in providing systems substantially similar to that being sought in this RFP. Responses from any entity without such experience will not be considered.
- ✓ Has the Proposer's company or product proposed ever been purchased by another company or acquired because of a merger or acquisition?
 - ✓ If yes, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
- ✓ Each Proposer shall provide a brief statement of the company's background demonstrating longevity and financial stability.
- ✓ Each Proposer shall provide an organizational chart of the management team showing all personnel that will be involved in meeting the requirements of this project.
- ✓ Has the company had a workforce reduction during the past 5 years?
 - ✓ If so, provide details regarding workforce reductions: percentage of workforce, areas affected, senior management team changes, etc.
- ✓ Each Proposer shall provide resumes of proposed project team demonstrating recent project management and engineering engagements.
 - ✓ Proposer shall provide a statement that proposed project team members will not be removed from the Authority's project without permission from the Authority for the duration of the project.
- ✓ Each Proposer shall provide a minimum of three (3) references from similar contracts executed in the past five (5) years.
- ✓ Proposers selected for interviews/demonstrations shall be prepared provide the company's past two (2) years of audited Financial Statements. If Proposer is a subsidiary, provide financial statements for parent organization as well as separate financial statements for the proposing subsidiary.

4.0 SCOPE OF WORK

Yuba-Sutter Transit seeks a cloud hosted, on-demand scheduling and tracking platform that can be used in real time to aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization across the fleet and maintaining excellent quality of customer experience. The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, internet, and mobile applications. The administrative interface should allow for real time monitoring, scheduling, and assessment of schedule adherence, vehicle locations, vehicle breakdowns, and operator performance. It should be accessible via standard web browsers and from any commonly used internet-enabled device and should provide options to generate reports and extract operational data for analysis.

5.0 Functional Requirements –Dial-A-Ride Scheduling & Dispatching

During the 12-month demonstration period Yuba-Sutter Transit intends to utilize the software for their Dial-A-Ride system in Yuba-City and systemwide. It is anticipated that the Dial-A-Ride service will be separate from the Phase 1 Microtransit service in Yuba City until proposer demonstrates that it can be comingled with the general public Microtransit service and staff determines that our high standards for the Dial-A-Ride service can be met when comingled. The Scheduling and Dispatching platform should have the following functionality:

- Rider Interface Technology; native mobile app for iPhone/Android that is accessible and ADA compliant
- Text to Speech ability for the visually impaired
- Ability to show address and name of business when booking
- Ability to see vehicles in real time on Dispatch interface
- App should provide customers with estimated arrival / drop off times before booking
- Driver App should provide real time audio / visual directions and notifications for driver
- Admin/Dispatch software should have a display screen with live map designed so that rides are monitored
- Admin/Dispatch software should have the ability to intervene the booking algorithm and assign riders as needed
- Admin/Dispatch software should have the ability to increase, decrease, add or remove additional zones
- Software should have the ability to view trip details for dispatch, driver and customers
- App should have the ability to provide multiple languages for customer needs
- Ability to list hours of service
- Ability for riders to identify a PCA from a number of companions riding along
- Ability to view service zone in the mobile/web app on customer side
- Admin/Dispatch software should have the ability to enter client eligibilities, categories, disabilities, and equipment required
- Flexible booking methods such as an ADA Compliant web option, and call-in option
- App should allow customers with wheelchairs/mobility devices to identify type
- App should have the ability to enable/disable vehicles from dispatch screen
- Admin/Dispatch software should have the ability to add/cancel rides in the system
- Admin/Dispatch software should have the ability to modify rider zones
- Admin/Dispatch software should have the ability for agencies to modify service, service days, and service times
- Software should have the ability to create partner agencies if and when the need arises
- White Label App
- Ability to make scheduled appointments
- Ability to book in real time
- Admin/Dispatch software should have the ability to input client eligibility information for

ADA purposes

- Ability to integrate with Interactive Voice Recognition (IVR) application for advance notification calls
- Ability to schedule re-occurring/subscription rides
- Ability for system to keep a user audit log
- Admin/Dispatch software should have the ability to edit a trip without canceling the trip
- Ability for dispatcher to view and add details to a client log
- Ability for system to track which dispatcher created trip
- Ability for dispatcher to locate trips in proximity
- Ability for dispatcher to transfer block trips in event of a vehicle breakdown
- Ability for dispatcher to anchor trips as pick up or appointment
- Ability for dispatcher to change service window type to general or no earlier than according to anchor
- Ability for parameters to be set into system for 30-minute pickup windows as required by ADA
- Ability to add equipment details as needed for ADA purposes
- Ability to view suspension screen
- Ability to save common destinations when scheduling
- Ability to add different vehicle types as needed for service
- Ability to insert driver meal break, fuel break, breakdown, or out of service
- Ability to add a service animal
- Ability to enter holiday schedules for service
- Ability for rider to see when eligibility will expire on interface
- Ability to send mass email/text notices to passengers
- The App must be able to integrate with Android or Apple tablets for driver MDTs.
- Ability to auto batch trips throughout the service day.
- Ability for customers to use a pin drop to select locations when passengers are booking their own trip.
- Notification to passengers when they are booking their trip outside of the service area or service rules as not available.
- Ability to delayed or reassign a trip without dropping off schedule or causing other trips to drop off.

Additionally, there are a number of fare payment methods that may be provided through the passenger facing app that can increase the convenience of using the on-demand ride scheduling app. These options include:

- A mobile fare payment option
- Ability to save credit card information for user
- Driver App should notify driver need for payment and allow drivers to accept fare payment on vehicle
- Ability of app to accept payment and validate on a Kuba Device

Agency Data & Reporting:

Dispatch and Administration will need full access to the data associated with trips requested and performed. It is desired to have access to both raw data and reports through a web-based graphical/dashboard mode and a quick tool for export of tabular source data into a flat file in either/both Excel and/or CSV format. If full access is not permissible, the vendor will need to provide customer service support to troubleshoot issues related to ride history, account information, and ride credit disputes.

The Authority should be able to gain valuable data and reporting inclusive of, but not limited to, the following:

- Total passenger counts
- Archives
- Manifests
- Operating Statistics
- Client Information Report
- Trips by Status and Date
- Travel Time Threshold
- On-time Performance Report
- Daily Average Vehicle Mileage
- The status of completed rides
- How many rides are serviced (per hour, etc.)
- How long your riders are on a vehicle
- Vehicle miles traveled (in total, by vehicle, etc.)
- Origin and destination information
- Fare payment data (if applicable)
- Financial Reconciliation Reporting by rider and/or by vehicle (if applicable)
- System must have a practical way of directly exporting data for S-10 NTD reports
- Reporting on Driver metrics (drive-time, idle-time, miles, breaks, number of passengers/no shows, etc.)
- Metrics showing Business Intelligence-style data with information on number of vehicles out vs. number of riders, efficiency data, etc.
- Pull reports for trip denials, missed trips and excessively long trips as defined by the American Disabilities Act (ADA)
- Denials and refusals summary by time and date
- Subscription vs. total trips for date range
- Subscription information report
- Daily run efficiency
- Ability to run reports based off subscriptions
- Ability to run user-defined reports with up to five (5) criteria selected.

Data collection, computations, and reporting must comply with the most recent version of the Federal Transit Administration's National Transit Database Policy Manual guidance on Service Data (S-10) for Demand Response service, including, but not limited to NTD Software Upgrades / Technical Support.

At a minimum, the software shall collect, store and generate reports for Demand Response NTD required statistics such as vehicle revenue hours (VRH), vehicle revenue miles (VRM), total actual vehicle hours, total actual vehicle miles (TVM), unlinked passenger trips (UPT and/or boardings), passenger miles traveled (PMT) and vehicles operated in maximum service (VOMS) by day type.

Ride Data shall be provided at the trip level and include:

- Data associated with requested location of pick-up and drop-off
- Actual location of pick-ups and drop-offs
- Price of trip, including any discounts that were applied
- Fare payment data such as fare category or type, payment type, etc. Driver data shall be provided at the individual driver level and include: Start and ends of shifts, including breaks.
- Total vehicle miles traveled (start of day to end of day, terminal to terminal, and deadhead)
- Total revenue miles (miles with passengers on board)

Responsibilities of Contractor

At a minimum the following must be available to the Authority:

- Support services must be available via phone and email during all service hours.
- Contractor must provide a licensed software or technology platform that supports demand-response routing and dispatching of vehicles.
- Contractor must provide upgrades and new features to the platform it makes available to its licensees at no additional charge.
- Contractor must provide the Authority with prior notice to any system/software maintenance or outages that may disrupt service. If maintenance or upgrades are to be made, Contractor must coordinate a date and time that will have the least negative impact on revenue service.
- Contractor must identify and implement commercially available data security measures to protect customer personal information, including the use of multifactor authentication if applicable. These measures must comply with applicable federal, state, and local laws and regulations including the Authority's policies, procedures and practices.
- Contractor must be responsible for managing any changes to the algorithm set in system for service being provided.
- Contractor must provide full-suite training and support for all featured services for the length of the contract.
- Contractor must indicate in price proposal if upgrades and new features to platform are included or priced annually.
- Contractor must be able to provide agency staff and any associated contractors with training materials on how to use the rider app, driver app, and the back end system.

5.1 Functional Requirements – General Purpose DAR/Microtransit Scheduling & Dispatching

The General-Purpose Dial-a-Ride & Microtransit Scheduling and Dispatching platform will be implemented in Yuba City in Phase 1. The platform should have the following functionality:

- Rider Interface Technology; Native mobile app for iPhone/Android that is accessible for ADA compliance
- App should require customers to create accounts
- App should allow a rider profile to be created that identifies special needs of the rider in terms of fare payment, vehicle type, accessibility
- Ability for riders to book wheelchair accessible vehicles
- App should allow rider to specify if children are riding under the age of 5.

- Ability to see vehicles in real time on Dispatch interface
- App should provide customer with estimated arrival/drop off times before and after booking
- App should have the ability to notify rider of impending bus arrival and arrival.
- App should provide real time audio/visual directions and notifications for driver
- Ability for riders to specify number of wheelchairs that will be riding
- Ability to view service zone in the mobile/web app on customer site
- Ability to track and integrate with the fixed route to coordinate transfer of passenger from micro transit to fixed route and vice versa.
- Flexible booking methods such as a web option, mobile app and call-in option
- App should allow drivers to add walk up customers
- Ability to function as fixed stop, virtual stop of curb to curb based on passenger eligibility.
- App should have the ability to enable/disable vehicles from both dispatch and driver screens
- Admin/Dispatch software should have a display screen with live map designed so that rides are monitored
- Admin/Dispatch software should have the ability to intervene the booking algorithm and manually assign riders as needed
- Admin/Dispatch software should have the ability to establish, increase, decrease, add or remove additional zones with varying eligibility requirements and service rules
- Software should have the ability to calculate price of the trip to the rider upon trip request and before final trip confirmation is made
- White Label App
- Ability to send mass email/text notices
- Admin/Dispatch software should have the ability to add/cancel rides in the system
- Admin/Dispatch software should have the ability to modify rider zone
- Admin/Dispatch software should have the ability to modify service, service days, and service times
- Admin/Dispatch software should have ability to assign number of available buses for service by 15 minute segments.
- Software should allow discounts to be applied where the price is based on factors such as rider type, trip start/end, location or time of day
- Ability to show address and name of business when booking
- App should have the ability to provide multiple languages for customer needs
- The app must be able to integrate with Android or Apple tablets for driver MDTs.
- Ability to auto batch trips throughout the service day.
- Ability for customers to use a pin drop to select locations when passengers are booking their own trip.
- Notification to passengers when they are booking their trip outside of the service area or service rules as not available.

Additionally there are a number system features that are not core features but can be priced out as optional.

- A fare payment method on the passenger facing app to increase the convenience of using the on-demand ride scheduling app.
- Ability to save credit card information for user
- Driver App should notify driver need for payment and allow drivers to accept fare payment

on vehicle

- Ability of app to accept payment and validate on a Kuba Devices.
- Automated voice announcements (AVA) for the fixed route buses.
- Automatic Vehicle Location (AVL) public facing in-app map or online showing fixed route bus locations.
- Ability to use MDT as a digital passenger counter.
- Ability to integrate with internal or external destination signs.

Agency Data & Reporting

The Authority will need full access to the data associated with trips requested and performed. It is desired to have access to both raw data and reports through a web-based graphical/dashboard mode and a quick tool for export of tabular source data into a flat file in either/both Excel and/or CSV format. If full access is not permissible, the Authority will require the vendor to provide customer service support to troubleshoot issues related to ride history, account information, and ride credit disputes.

The Authority should be able to gain valuable data and reporting inclusive of, but not limited to, the following:

- Total passenger counts
- The status of completed rides.
- How many rides are serviced (per hour, etc.)
- How long riders are on a vehicle.
- Vehicle miles traveled (in total, by vehicle, etc.)
- Origin and destination information
- Fare payment data.
- Financial Reconciliation Reporting by rider and /or by vehicle.
- System must have a practical way of directly exporting data for S-10 NTD reports.
- Reporting on Driver metrics (drive-time, idle-time, miles, breaks, number of passengers/no shows, etc.)
- Metrics showing Business Intelligence-style data with information on number of vehicles out vs. number of riders, efficiency data, etc.
- Data collection, computations, and reporting must comply with the most recent version of the Federal Transit Administration's National Transit Database Policy Manual guidance on Service Data (S-10) for Demand Response service, including, but not limited to NTD Software Upgrades / Technical Support
- Ability to run user-defined reports with up to five (5) criteria selected.

At a minimum, the software shall collect, store and generate reports for Demand Response NTD required statistics such as vehicle revenue hours (VRH), vehicle revenue miles (VRM), total actual vehicle hours, total actual vehicle miles (TVM), unlinked passenger trips (UPT and/or boardings), passenger miles traveled (PMT) and vehicles operated in maximum service (VOMS) by day type.

Ride Data shall be provided at the trip level and include:

- Data associated with requested location of pick-up and drop-off.
- Actual location of pick-ups and drop-offs
- Price of trip, including any discounts that were applied.

- Fare payment data such as fare category or type, payment type, etc. Driver data shall be provided at the individual driver level and include:
 - Start and ends of shifts, including breaks.
 - Total vehicle miles traveled (start of day to end of day, terminal to terminal)
 - Total revenue miles (miles with passengers on board)

Responsibilities of Contractor

At a minimum the following must be available to the Authority:

- Support services must be available via phone and email during all service hours.
- Contractor must provide a licensed software or technology platform that supports demand-response routing and dispatching of vehicles.
- Contractor must provide upgrades and new features to software it generally makes available to its licensees at no additional charge.
- Contractor must provide the Authority with prior notice to any system/software maintenance or outages that may disrupt service. If maintenance or upgrades are to be made, Contractor must coordinate a date and time that will have the least negative impact on the Authority's service.
- Contractor must identify and implement commercially available data security measures to protect customer personal information, including the use of multifactor authentication if applicable. These measures must comply with applicable federal, state, and local laws and regulations including the Authority's policies, procedures, and practices.
- Contractor must provide full-suite training and support for all featured services for the length of the contract.
- Contractor must indicate in price proposal if upgrades and new features to software are included or priced annually.
- Contractor must be able to provide the Authority's staff and any associated contractors with training materials on how to use the rider app, driver app, and the back-end system.

5.2 Information Technology Architecture

The Proposer's System back-end must be accessible from any Internet capable desktop via browser. Data security for any mobile applications, system and interfaces shall employ the most current industry and U.S. government techniques to ensure that all data is safeguarded from unauthorized access or use, and programs are protected from any known cyber-attack or computer virus. The entire platform system, all system applications that process payments, and all communications and computer systems comprising the entire system shall be in full compliance with the Payment Card Industry (PCI) standards and current regulations.

A Service Level Agreement between the Proposer and the Authority shall identify the expected performance levels for System availability, scheduled maintenance, and repair during a system outage event, to ensure that critical System maintenance (backups, database maintenance, archiving) occurs. Disaster Recovery procedures that shall be implemented to ensure data security during a disaster shall be incorporated into the Service Level Agreement. The servers that host the data shall be maintained at a facility selected by the Proposer and approved by the Authority. The Proposer shall provide all data and network infrastructure as part of ongoing annual costs associated with ownership of the system. The cellular connectivity is open for discussion as Yuba-Sutter Transit currently uses T-Mobile and receives discounted pricing.

Specific Authority requirements are:

- ✓ Proposer shall provide and justify their solution architecture.
- ✓ Proposer shall meet planned uptime requirements of 99.5%.
- ✓ Proposer shall provide a System architecture for all technologies, including the Optional Technologies
- ✓ Proposer shall provide a System architecture for all supporting hardware, software, operating systems, databases, redundancies, environments, Disaster Recovery, and Security, etc.
- ✓ A backup system shall be available to the Authority in the event of failure of the central server.
- ✓ The Authority shall be informed at least thirty (15) days in advance in writing of upgrades that require updated software, hardware or higher speed Internet connectivity required by the end-users, Authority, etc.
- ✓ The Proposer shall monitor and insure Internet connectivity to the services.
- ✓ The system shall be available 24 hours a day, seven days a week.
- ✓ Secure access to the full system functionality shall be available to operational staff remotely from any computer that meets the Proposer's stated requirements.
- ✓ Remote access to the system shall be secure and protected by password or other equivalent-or-improved security measure.
- ✓ The operator's data shall be securely stored by the Proposer and accessible only by authorized individuals.
- ✓ The System shall log all user actions.
- ✓ The Proposer shall describe anti-fraud measures.
- ✓ The Proposer shall continually adhere to industry standards and related compliance protocols typical with e-commerce, such as Payment Card Industry Data Security Standards (PCI DSS) and/or regulations, such as California Consumer Privacy Act (CCPA).
- ✓ The Authority 's data shall be securely backed up on a daily basis, and backups shall be stored in a secure facility remote from the primary Host site.
- ✓ The Proposer shall prevent and protect against hacks and data corruption, and the Authority shall be held harmless against data ransom demands.
- ✓ The Proposer may not retain data if the Authority requests its destruction, deletion, or transfer.
- ✓ The Proposer shall relinquish all the Authority's data to the Authority upon request.
- ✓ The Proposer's Hosted site must be protected by current virus protection, internet security, and other security software against catastrophic failure and malicious attacks.

Proposer-initiated software updates, such as those related to future client project upgrades, should be extended to the Authority to the extent the updates would add benefit to the Project and are supportable within the technical requirements for Project. If the Authority requests new feature sets be added beyond those included in the initial feature set approved by the Authority for Project, the Proposer shall identify whether the requested software enhancements can be accommodated under the normal maintenance agreement or if said changes would require a change order.

All data collected by the Hosted System shall remain the property of the Authority. Data generated by the Authority shall be available to the Authority at all times.

All maintenance that could impact user access shall be performed outside of the Authority's revenue service hours and updates shall be downloaded in batches to minimize downtime and maximize data transfer rates. The Proposer shall perform scheduled maintenance on its databases, applications, and field elements in accordance with an approved maintenance schedule.

5.2.1 Data Backups

Capability shall be provided by the Proposer to back up the System data on a regular basis, which may occur at a minimum nightly. If there is a catastrophic failure that results in the loss of data, the Proposer shall provide a means to retrieve the corrupted data without disruption to System operations. The Authority's data shall be retained for a minimum of one (1) year on the Proposer's server(s) and then archived in a format agreed upon with the Authority. Authority users shall be able to generate queries from the restored data.

5.2.2 Disaster Recovery Procedures

The Proposer shall develop Disaster Recovery Procedures for the Authority's review and approval. The System shall be designed and operated such that the System can quickly and efficiently recover from a disaster. As part of the Field Performance Test, the Proposer shall implement its Disaster Recovery solution and shall test the System accordingly.

5.2.3 Continuity of Services

Upon the Authority's written notice, the Proposer shall furnish transition services during the last 90 days of the term of the Agreement. The Proposer shall develop with the successor contractor or the Authority, a Transition Plan describing the nature and extent of transition services required. The Transition Plan and dates for transferring responsibilities for each division of work shall be submitted within 30 days of notice from the Authority. Upon completion of Authority review, both parties will meet and resolve any additional requirements / differences. The Proposer shall provide sufficient experienced personnel in each division of work during the entire transition period to ensure that the services are maintained at the level of proficiency required by the Agreement. The Proposer shall allow the successor to conduct on-site interviews with the employees.

5.3 Kick-off Meeting, Project Management, Training and Correspondence

Kick-off Meeting: The Authority will hold a "kick-off" meeting with the Contractor within fifteen (15) days from the Notice to Proceed (NTP) at which time the Proposer shall be prepared to present and discuss the general Implementation Plan and receive comments from the Authority. Proposer shall ensure any sub-Proposers and their appropriate personnel are present at the meeting. The administrative and technical aspects, the preliminary Project Schedule, assumptions, etc., of the Project will be discussed at the kick-off meeting. Prior to the kick-off meeting, the Contractor will provide an agenda to all potential meeting participants.

The Proposer shall submit a Final Implementation Plan within ten (10) days from the kick-off meeting that explains its proposed methodology to completing the Project scope and its approach to work, design, implementation, testing, training documentation and on-going support. The Implementation Plan shall be in sufficient detail to demonstrate the Proposer's clear understanding of the Project.

Project Management: The Contractor and Authority shall meet regularly, (e.g. weekly status meetings) to plan and organize activities such as for installation, training, and information communication. Regular progress meetings shall occur weekly, initially, and become less frequent as the Project progresses. An agenda for meetings will be supplied by the Contractor at least 24 hours prior to each meeting.

It is the Contractor's responsibility to maintain and assign a sufficient number of competent and qualified professionals and other technical personnel to satisfy the requirements and schedules specified in the Scope of Work or proposed by the Proposer.

Training: The Proposer shall provide a comprehensive training program that prepares Authority and Transit Contractor's staff for operation, elementary troubleshooting, maintenance, and System Administration of the System components provided by the Proposer. The Proposer's training program shall be led by knowledgeable staff and include formal and informal instruction, models, manuals, diagrams and component manuals and catalogs as required. Where practical and useful, training should be hands on and should use actual system software and screens on a workstation and actual equipment on the fleet.

5.4 Documentation and Installation

Documentation: In addition to training manuals, system architecture and design documentation must be provided. Prior to installation, the Contractor shall submit "typical" installation drawings or shop drawings detailing the design that shall be used for on-board and fixed-end equipment installation work. Separate shop drawings shall be provided for each vehicle type / model, and for the fixed-end site work as applicable (such as for validator installations). If measurements differ from vehicle to vehicle, these variations shall be noted.

Updated System stack or network diagrams, to reflect changes to include any selected optional technologies or other changes since the proposal shall be provided. All documents should have updated and visible version and revision numbers. The Contractor shall submit a complete Equipment List, Bill of Materials and As-built documents at the completion of installation. The Bill of Materials must also be contained and included as part of the proposal. The As-Built Documents shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components supplied by third parties; (4) all warranties documentation; (5) a diagram indicating all interconnections between components; (6) the version number of all software; and (7) software installation media if solution is not centralized.

The As-built documents must be approved before the Authority will grant Final System Acceptance.

Installation: The Contractor shall provide project management and oversight of all installation work performed. The Contractor shall install the equipment to the highest standards, using experienced and knowledgeable personnel. All installation work shall be scheduled so as not to disrupt or delay Authority or Transit Partner operations. The Contractor shall make every effort to schedule the work around operating hours or peak times. In the event that extensive installation and testing work is required, some work may have to be accomplished during night hours.

All System equipment installations shall be performed to an approved set of plans, which has previously been submitted and approved by the Authority or their representative. All installations shall be complete before the equipment is needed by the Authority and all installations shall be performed in accordance with all Federal, State and Local laws and regulations. The Contractor shall adhere to all applicable installation standards, laws, ordinances, and codes as required by the latest editions of the NEC, IEEE, OSHA, or other governing sources.

5.5 Testing

All materials furnished and all work performed under the contract shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the Authority's requirements; the appropriate items shall be replaced, upgraded, or added by the Proposer at no cost to the Authority and as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

Test Procedures:

Test procedures that are based upon, and consistent with, the approved Test Plan shall be provided by the Proposer to ensure that all System testing is comprehensive and verifies all the features of the devices, fixed-equipment, software functions and reports to be tested. The step-by-step activities associated with each test shall be listed in the test procedures. The following information shall be included in the test procedures:

- ✓ Test schedule.
- ✓ Responsibilities of Authority/Storer staff and Proposer personnel
- ✓ Record-keeping procedures and forms
- ✓ Procedures for monitoring, correcting, and retesting variances.
- ✓ Procedures for controlling and documenting all changes made to the System after the start of testing.
- ✓ A list of individual tests to be performed, the purpose of each test segment.
- ✓ Identification of special hardware, software, tools, and test equipment to be used during the test.
- ✓ Copies of any certified test data (e.g., environmental data) to be used in lieu of testing.
- ✓ Detailed, step-by-step procedures to be followed.
- ✓ All inputs, expected results, and measurements for successful sign-off for the full implementation tests.

Unless otherwise stated, the Proposer is responsible for all test logistics (e.g., arranging for vehicles and drivers, and providing other testing services) and coordination activities. The selected Proposer

shall:

- ✓ Be responsible for successfully completing all tests required.
- ✓ Furnish all test instruments and any other materials, equipment and personnel needed to perform the tests.
- ✓ Be fully responsible for the replacement of all equipment damaged as a result of the tests and shall bear all associated costs.
- ✓ Maintain comprehensive records of all tests.
- ✓ Notify the Authority in writing, no less than 14 days prior to each test activity.
- ✓ Provide test plans, procedures, records, and reports to the Authority for approval.

The Authority reserves the right to:

- ✓ Witness any and all tests and inspections required by these Specifications.
- ✓ Inspect test records at any time.
- ✓ Perform additional testing, beyond that specified herein, of any equipment or material at any time to determine conformance with the contract requirements. This additional testing by the Authority is not to be considered as a replacement for any testing required of the Proposer or a manufacturer producing materials for the contract.

Acceptance Testing: The Proposer shall submit an Acceptance Test Plan that defines testing and acceptance by the Authority. The Plan shall be submitted to the Authority for approval of the Plan.

The Plan shall:

- ✓ Describe how each testable specification requirement will be demonstrated, including the testing methodology.
- ✓ Describe what result constitutes a successful test.
- ✓ Identify the role and responsibility of the Proposer and Authority's representatives during each test.

The Authority, in its sole discretion, shall grant System Acceptance once it deems that all of the required work of the Project is complete, and the following conditions have been met:

- ✓ Proposer, in the Authority's sole determination, has substantially passed and has been given conditional approval of the Operational Test; and
- ✓ A "punch list" of items not yet in compliance has been delivered by the Proposer and has been verified by the Authority and approved as being complete.

The purpose of the Operational Test is to ensure that the System, as installed in the field, works properly as a fully integrated System.

5.6 Project Implementation Schedule

It is anticipated that Notice-to-Proceed shall be issued upon or shortly after the Authority Award of the contract (which is anticipated to be June 21, 2024). Following Notice-to-Proceed, an Implementation Period shall commence as defined by the contractor and agreed to by the Authority. The Implementation period should include the steps/phases needed to be completed to install equipment on board vehicles, set up the system, train staff etc. Once the implementation period is complete, the official service operations period of one year will commence. Before the end of year one, a performance review will be held. If the review is favorable, the 48-month contract will continue. If the software does not perform as proposed and deficiencies are not addressed, a month-to-month contract will be signed until a suitable replacement can be found.

5.7 Warranty and Maintenance

The Proposer agrees that the system and all related installation work shall be subject to the warranties and obligations set forth in this section. The warranties and obligations set forth in this Section shall commence upon system acceptance and end after the end-date of the Agreement, unless extended for a longer period. Fixed Pricing is requested for warranty period(s).

During the warranty period, the Proposer shall provide on-call support to assist the Authority in the maintenance of the System. This on-call support shall be provided for hardware and operational troubleshooting of communications equipment on-site when necessary and/or over the phone, such as to answer questions regarding software, missing or incorrect data. Proposer shall include on-call support (on-site and/or remote) in its Cost Proposal.

Defects or support requests related to System malfunctions which prohibit service scheduling and dispatching shall be defined as critical. All non-critical warranty work on defective or non-complying installation work, or system hardware, or any software defects or errors that cause the software to fail to conform to the requirements of these specifications shall be performed at no cost to the Authority within fifteen (15) days of being notified in writing by the Authority or its representative. Any defects that affect the critical functions of the operations shall be fixed within 48 hours at no cost to the Authority during the warranty period(s).

The Proposer shall maintain adequate resources for replacement of all defective or noncompliant work or equipment, including test repair, warranty repair, spare modules, spare assemblies, spare components, and spare parts in furtherance of the warranty requirements and maintain sufficient relationships with qualified local technicians.

The Authority will operate the System hardware and software in accordance with the Proposer's specific instructions in order to maintain all warranties. However, the Proposer shall hold the Authority harmless, and Proposer shall be responsible for repairing any damage from the Authority's improper operation of any System hardware or software resulting from Proposer's failure to provide adequate or correct training and/or complete operating manuals, software manuals, electrical drawings, complete computer program documentation and other documentation required to be furnished as identified within these specifications.

The Proposer shall provide a **single point of contact** for all warranty administration during the warranty period.

5.7.1 Installation Warranty

The Proposer warrants that all installation work and all System hardware and software furnished by the Proposer including, but not limited to, all such work, and System hardware and software provided by sub-contractors, suppliers, or other manufacturers, shall be of good quality and free of any defects or faulty materials and workmanship for the ONE-YEAR warranty period.

The Proposer shall also warrant that all installation work and system hardware and software shall perform according to the specifications for the one-year warranty period.

If the Proposer upgrades its devices to ensure the continued and proper operation of the System

as configured for Project, the Proposer will assume all costs related to the hardware upgrade and there shall be no additional cost to the Authority.

5.7.2 Extended Service / Warranty Period

The Authority requests that the Proposer propose an extended service / maintenance agreement beyond the initial one-year period for a minimum period of an additional four years,

The warranty period should be priced annually (not including option years). The Proposer shall define all terms, conditions, and costs of the extended service / maintenance agreement in its Cost Proposal. Proposers should include any annual software fees and hardware service / maintenance escalation percentages.

5.7.3 Availability and Mean-Time-Between-Failure (MTBF) Targets

All functions of the System, including those of the cellular communications network shall be designed, constructed, and implemented to perform as specified, without degradation in response times to meet the System availability targets provided below. The failure of any single component or device shall not render the System unavailable.

Availability Targets

System or Subsystem	Availability Target (%)
Vehicle On-Board Systems	99.0%
Hosted System	99.5%
Passenger Mobile App	99.5%
Customer Website	99.5%

Availability for each of the above systems shall be calculated as follows:

Availability = 100%	$\frac{\text{Total number of hours of downtime in time period}}{\text{Total hours in time period}}$
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For availability calculation purposes, a vehicle with a failure of Proposer provided equipment will be considered unavailable from the time the failure is noted until the vehicle returns to the yard at the end of that vehicle's service day. An exception to this will be allowed in cases where the failure is intermittent, and the failing operation is successfully performed in no more than two retries.

5.7.4 Chargeable and Non-Chargeable Failures

For purposes of calculating MTBF and Availability performance targets, chargeable and non-chargeable failures are defined as follows:

Chargeable Failures

Chargeable failures include any failures that are not specifically identified as non-chargeable, including but not limited to:

- 5.7.4.1 A malfunction which prevents any System component (hardware or software) from performing its designated function, when used and operated under its intended operational and environmental conditions.
- 5.7.4.2 A malfunction that poses a threat to the safety of the System components,

passengers, or Drivers, or Maintenance

- 5.7.4.3 An occurrence where data is not successfully transmitted between vehicle on-board systems and the servers.
- 5.7.4.4 Software anomalies and bugs that affect the performance and operation of the System.
- 5.7.4.5 Shutdown or unavailability of the System unless specifically directed by the Authority.
- 5.7.4.6 Failure to collect correct fare revenues at completion of fare media purchase.

Failure to generate the reports required to reconcile and track System performance. Non-Chargeable Failures

Non chargeable failures shall include:

- 5.7.4.7 Force majeure
- 5.7.4.8 Vandalism
- 5.7.4.9 Failure of test instrumentation.
- 5.7.4.10 Failures that are patron or Authority induced.
- 5.7.4.11 System component failures caused by externally applied stress conditions outside of the requirements of this RFP.
- 5.7.4.12 System component failures caused by environmental or operating conditions outside of the requirements of this RFP.
- 5.7.4.13 Normal operating adjustments as allowed in the Test Procedure or Maintenance Plan.
- 5.7.4.14 Failures of expendable and consumable items in operation beyond their intended useful life in testing.

6.0 INSTRUCTIONS TO PROPOSERS

Before submitting a Proposal, each Proposer shall carefully consider the amount and character of the work to be done as well as the difficulties involved in its proper execution. Proposers should include in their Proposals all costs necessary to implement the specified System (the Authority does not want to see surprise costs, either initial or recurring). A cost not specifically itemized in the proposal shall not be incurred unless specifically agreed upon by the Authority in writing.

All proposals must be precise, detailed, and to the point to the requirements in this document. **The Authority may in its sole discretion and on a case-by-case basis, evaluate included alternatives to the specification. Any included alternatives must be clearly specified as such, and the Authority reserves the right to reject Proposals that do not comply with this instruction.**

Specific expectations and instructions to Proposers:

- ✓ Proposer should carefully read and review this RFP. However, the final description of the services and / or items to be provided to the Authority under this RFP is subject to negotiations with the successful Proposer.
- ✓ Proposer shall submit a letter of transmittal that includes the Proposers understanding of the

scope of work and general objectives to which the proposal addresses.

- ✓ Proposer shall, as part of the submittal, include a timetable for completing all tasks / services covered in this RFP
- ✓ Proposer should include complete and detailed cost/price information and reference the completion of Authority's specified cost proposal and forms in the attachments.
- ✓ Proposer shall provide a System architecture for all technologies exercised now or in the future by the Authority.
- ✓ Proposer shall provide a System architecture for all supporting hardware, software, operating systems, databases, redundancies, environments, Disaster Recovery, and Security (Hosted, On-Premises Managed Services, Operator supported model).
- ✓ Proposer shall provide complete installation of their proposed System.
- ✓ Proposer shall provide training of all necessary Operator employees in quantities of hours.
- ✓ Proposer shall provide annual support and maintenance of all features associated with its System.
- ✓ Work shall be scheduled and conducted in a professional cooperative manner and be performed by qualified and trained persons.
- ✓ Each Proposer shall include, as part of the submittal, sample data and reports.
- ✓ Each Proposer will provide a description of their help desk services and how they service and troubleshoot problems for their current clients.

6.1 Yuba-Sutter Transit Authority

This RFP is issued by the Yuba-Sutter Transit Authority. Unless otherwise specified, the Authority Designated Purchasing Agent is the sole point of contact for the Authority for purposes of this RFP and subsequent responses.

6.2 Restrictions on Communications

From the issue date of this RFP until a Proposer is selected and a contract executed, Proposer's are not allowed to communicate with any person involved with the development of this RFP or any person involved in proposal reviews regarding this RFP except the Designated Authority Purchasing Agent. Violation of this provision may result in the rejection of a Proposer's proposal.

6.3 Submission of Questions

The Purchasing Agent is the only contact for this solicitation. Authority staff will not respond to inquiries by Proposer's or their representatives regarding any aspect of this RFP. Written questions regarding the RFP, the Authority's Standard Terms and Conditions, or the RFP instructions to Proposers must be submitted to:

YUBA-SUTTER TRANSIT
Attn: Adam Hansen
Yuba-Sutter Transit Authority
Phone: 530-634-6880
Marysville, CA 95901
E-mail: Adam@yubasuttertransit.com

Questions must be in writing, submitted by email as specified in Section 6.3, Tentative Schedule or Evaluation, Selection and Award to be considered. The questions and the responses will be posted, via an addendum to the RFP, <https://www.yubasuttertransit.com/current-requests-for-proposals>. Any addendums to the RFP will be made part of the resulting contract. All responses concerning this RFP will be posted at least seven (7) days prior to the proposal due date or can be obtained by contacting Adam Hansen, or his designee. It is the responsibility of proposers to check the Authority's Website for questions and responses related to this RFP.

6.4 Pre-Proposal Video Conference

There will be a voluntary Pre-Proposal video conference via Zoom or equivalent service. Instructions to access the Pre-proposal video conference will be posted to the Yuba-Sutter Transit website. The Pre-proposal meeting is scheduled for May 13, 2024, from 10-11 AM (PST). Though attendance is not mandatory, it is highly encouraged. Any and all costs associated with attending this conference will be at the expense of the Proposer. A summary of the questions and answers from the pre-proposal meeting will be posted on the Authority's Website as noted according to the Schedule.

6.5 Tentative Schedule for Evaluation, Selection, and Award

The closing date of this RFP is May 31, 2024, at 2 PM (PST). The Authority anticipates the process for nominating and selecting a Contractor and awarding the contract will be per the following schedule:

Advertise and Release RFP	April 30, 2024
Pre-Proposal Video Conference	May 13, 2024 at 10 AM (PST)
Last Day to Submit Questions Regarding RFP	May 17, 2024
Proposal Due Date	May 31, 2024 at 4 PM (PST)
Proposal Evaluations	June 3 - 14, 2024
Oral Interviews Short-listed Proposers (if necessary)	June 24 & 25th, 2024
Best and Final Offer (BAFO) / Contract Negotiations	July 1 - 31, 2024
Authority Review of Award and Contract	August 15, 2024
Contract Execution and Notice to Proceed	August 16, 2024

The Authority does not guarantee the above schedule and reserves the right to modify the schedule, as necessary. Any modifications will be posted on the Authority's Website at <https://www.yubasuttertransit.com/current-requests-for-proposals>.

6.6 Conflicts or Ambiguities

Proposers must notify the Authority's Purchasing Agent immediately if conflicts or ambiguities are found in the RFP prior to the specified question due date.

6.7 Public Disclosure of Information Contained in Proposals

To the extent permitted by law, proposals, except for the names of the Proposers, shall remain confidential until the Letter of Intent to Award has been issued. Thereafter, all proposals submitted in response to this request shall be deemed public record. In the event that a Proposer desires to

claim portions of its proposal as exempt from disclosure, **it is incumbent upon the Proposer to clearly identify those portions as confidential.** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Authority may not be in a position to establish that the information that a prospective Proposer submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Proposer agrees to indemnify, defend and hold harmless the Authority, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the Authority in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the Authority's award of the contract.

6.8 Adequacy and Completeness of Proposals

Failure to respond to the information specified in Section 8.0 (Proposal Format) of this RFP may result in rejection of your proposal as non-responsive.

6.9 Authority Not Liable for Pre-Contractual Costs

The Authority shall not be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- 6.9.1 Preparing its proposal in response to this RFP
- 6.9.2 Preparing the proposed system in response to this RFP
- 6.9.3 Submitting that proposal to the Authority
- 6.9.4 Negotiating with the Authority staff on any matter related to this proposal
- 6.9.5 Any other expenses incurred by Proposer prior to date of award, if any

6.10 Independent Price Determination

A proposal will not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to such proposal with any other Proposer, competitor, or public officer.

6.11 Revision to the Request for Proposals

The Authority reserves the right to revise the RFP prior to the date that proposals are due. Any changes, additions, or deletions to the RFP will be in the form of written addenda. All addenda will be posted at the Authority's Website at <https://www.yubasuttertransit.com/current-requests-for-proposals> at least ten days prior to the deadline for proposals. It is the responsibility of the Proposer to check the Website for any revisions related to this RFP.

7.0 SELECTION CRITERIA

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are first evaluated to determine Proposer responsiveness, solutions, and responsibility, and then scored for technical merit and overall best value. Price will be evaluated once the technical merits have been evaluated.

Selection is based on Best Value. The Authority will make the award to the Proposer whose proposal is most advantageous to the Authority. Accordingly, the Authority may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of the Authority.

Proposals will not be publicly opened. Each submitted proposal will initially be screened for responsiveness by the Authority. The following are the minimum requirements that must be met for a proposal to be considered responsive. (**Note:** All requirements must be met; therefore, they are not listed by any particular order of importance):

- ✓ The Proposer has followed the proposal requirements, the submittal requirements, and other instructions of this RFP, and included sufficient information and detail such that the proposal can be evaluated. Any deficiencies in this regard must be determined by the Authority to be a defect that the Authority will waive, or the proposal may be disqualified.

Any proposal that the Authority finds cannot meet these requirements and may not be made to meet these requirements within timelines set by the Authority, may be determined by the Authority to be non-responsive, and will not be considered for further evaluation. Proposers of any proposals that have been determined by the Authority to be non-responsive will be notified in writing that they were not short-listed for further consideration.

The Authority will establish a Selection Team for this Project which will include representatives from the Authority, Storer Transportation, stakeholders and when deemed in the Authority's best interest, representatives of other public agencies, the general public, or individuals with experience and expertise in the related disciplines, including the Authority's consultants. The Authority reserves the right to independently score the proposals.

Responsive proposals will be distributed to the Selection Team. Final determination of a Proposer's responsiveness will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by the Authority and information resulting from the Authority's inquiry of Proposer's references and its own knowledge of the Proposer.

To the extent permitted by law, cost estimates and evaluations related to costs will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Selection Team and Authority officials, employees and agents having a legitimate interest will be provided access to the cost proposals and cost evaluation results during this period.

Authority staff will verify the references supplied by Proposers to determine the Proposer's record of producing a quality product on similar projects, adherence to budget and schedule, overall experience, and technical competence in performing work of a similar nature, and quality of key personnel.

Short-listed Proposers ***may*** be invited to participate in an oral interview / product demonstration with the Selection Team to further discuss the content of their proposal, demonstrate their product, and respond to questions by Authority staff and the Selection Team concerning their proposal.

The final ranking of proposals will be determined through a combination of independent examination of proposals, interviews (if utilized), cost effectiveness, and other appropriate evaluation factors (e.g., reference checks). Proposals will be ranked based on relative point totals assigned by Selection Team members ("evaluators"). Each evaluator will score the proposals following a scoring system.

7.1 Technical Evaluation and Scoring

Proposals are evaluated using a point method for each element. A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. Members of the team will score each proposal according to the pre-established evaluation criteria on a 100-point scale.

(CONTINUED)

Proposals will be evaluated by the Selection Team and scored in accordance with the criteria outlined below:

Evaluation Criteria	(a) Points Possible	(b) Score
QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM <ul style="list-style-type: none"> ✓ Demonstrated successful performance on similar or related projects by firm. ✓ Experience, technical competence and role of sub-Proposers, including prior working relationship with prime (if applicable). ✓ Relevant experience of the Project Manager and key personnel in example projects. ✓ Senior staff availability and time commitment of key personnel on this project. ✓ Organization logic, quality and cost control measures in place. ✓ Overall financial stability and evidence of corporate resources committed to the Project. ✓ Other on-going project commitments and priorities. 	10	
SYSTEM FUNCTIONALITY / TECHNICAL SOLUTION <ul style="list-style-type: none"> ✓ Completeness of Solution – How close does the Proposer meet the requirements as expressed in the Table of Compliance? ✓ Scalability - Ability for expansion, growth and overall functional capabilities of the System. Current technology to allow for cost-effective expansion as needs change. ✓ Technology Solution. ✓ Architecture - reliability, redundancy, environments, Disaster Recovery, Security, etc. ✓ Reporting Capabilities – ability to meet reporting needs as described. ✓ Optional Technologies – System capability 	30	
PROPOSED METHODOLOGY / APPROACH TO WORK <ul style="list-style-type: none"> ✓ Demonstrated knowledge of the work required. ✓ Approach and proposed methodology to project scope, including training and schedule. ✓ Technical merit of proposed solution (logic, advantages, proven approach). ✓ Use of components and software proven in service on similar projects. ✓ System flexibility and upgradeability. ✓ Innovative approaches to service delivery and on-going operational support. 	20	
TRAINING AND SUPPORT <ul style="list-style-type: none"> ✓ Work Plan – thoroughness of the training facilitators proposed training plan. ✓ Acceptable Schedule – evaluate facilitators schedule as it matches Team needs. ✓ Support available for solution beyond Pilot. ✓ Thoroughness of Training Plan. 	10	
QUALITY OF PROPOSAL (INCLUDING PRESENTATION, IF APPLICABLE) <ul style="list-style-type: none"> ✓ Completeness of proposal and compliance with RFP instructions. ✓ Explanation of the project or services required. ✓ Logic, clarity and specificity of work plan. ✓ Evidence of willingness to exceed project requirements. ✓ Nature and extent of exceptions taken to contract terms, conditions or specifications. ✓ Oral Presentation (if applicable) 	10	
COST / COST EFFECTIVENESS <ul style="list-style-type: none"> ✓ Total Implementation Costs ✓ Five-year total cost service/maintenance warranty expense ✓ Cost effectiveness will be evaluated with the maximum points granted to the lowest priced proposal. * 	20	
TOTAL:	100	

Cost Proposal Evaluation

Cost effectiveness will be evaluated with the maximum points granted to the lowest priced proposal. All proposals will be rated based on their cost relative to the lowest-priced cost proposal. The basis for the ranking of the costs shall be as follows:

Lowest Cost Proposal / Cost Proposal being evaluated

Example:

§ Lowest cost proposal= \$1,000,000

§ Lowest cost proposal percentage= $\$1,000,000 / \$1,000,000=1.0$

§ Proposal being evaluated = \$1,250,000

§ Percentage award for proposal being evaluated= $\$1,000,000 / \$1,250,000=.80$

§ Proposal being evaluated points= 8

The proposal selected shall provide a cost-effective approach that meets the Authority's stated requirements; however, **the lowest-priced proposal will not necessarily be selected.**

7.2 Final Results and Contract Award

The scores from the technical evaluation, product demonstration and cost proposal evaluation will be summed, and the proposals will be ranked by final total score. It is anticipated that interviews/demonstrations will be held providing additional information and clarification which could impact scoring. In the event that the top two proposals are scored evenly at this time, the Authority's Executive Director shall select a proposal. Final contract award will be made after recommendation by the Selection Team and will be contingent upon successful negotiation of a contract acceptable to the Authority and receipt of evidence of the Contractor's ability to meet the Authority's insurance, indemnification, and the other requirements in this Proposal.

The Authority may elect to enter negotiations with one or more Proposers and require each Proposer to submit a Best and Final Offer (BAFO) in order for the Authority to arrive at a final determination.

After final negotiation of a proposed Agreement that is deemed fair and reasonable, Authority staff will recommend to the Yuba-Sutter Transit Board of Directors that the Authority enter into the proposed Agreement. Final authority to approve the Agreement rests with the Authority.

7.3 Award Protests

After award notification, Proposers wishing to file a protest must do so in writing in accordance with Attachment K - Yuba-Sutter Transit Protest Procedure.

8.0 PROPOSAL FORMAT

8.1 Proposal Submission

Proposals must be received by the time and date specified below. Proposals must be submitted by carrier/courier, (e.g. in-person, by US mail, FedEx, UPS, etc.). **Do not fax or e-mail your proposals.** Two (2) hard copies, including one (1) clearly marked signed Original, and one (1) USB device containing a copy of the complete proposal in searchable PDF format shall be submitted no later than **4 PM PST, May 20, 2024**, as described in Section 6.5 to be considered for contract award. Postmarks will not be accepted in lieu of this requirement.

Proposals and / or modifications received subsequent to the hour and date specified above or transmitted by facsimile or e-mail are not acceptable and will not be considered. Late submittals will not be accepted and will be returned unopened to Proposer. Proposals should be addressed as follows:

Yuba-Sutter Transit Authority
ATTN: Adam Hansen
2100 B St.
Marysville, CA 95901

All Proposals must be sealed and clearly marked with the RFP-24-03 and Title of the RFP. The proposal must be submitted in two distinct parts, technical and cost. The cost proposal must be submitted in a separately sealed envelope clearly marked "CONFIDENTIAL COST PROPOSAL." The technical and cost proposals may be submitted in the same package.

The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the Project. Each section of the proposal will be clearly identified with appropriate headings. Proposals will include a table of contents and all pages numbered. Proposals hard copies will be bound or in a binder. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities and solutions of the Proposer. Emphasis should be on completeness and clarity of content.

The Proposer must ensure that adequate and accurate responses are provided. It is the responsibility of the Proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. The Authority's Selection Team is not required to search for the answers in other sections of the proposal response.

The proposals shall contain the following information in the order presented below. Failure to do so may result in proposals as deemed non-responsive.

8.1.1 Transmittal Letter

A cover letter should contain a brief summary of the Proposer's team, its experience, the proposal content, the name, title, phone number, e-mail address and physical address of the team contact.

The transmittal letter shall also acknowledge the Proposer's receipt of any RFP addenda.

The cover letter must include a statement that the price in the proposal was arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to the proposal with any other Proposer, competitor, or public officer. Proposer must acknowledge that prices are firm for a period of 180 days. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the Authority on behalf of the submitting Proposer.

8.1.2 Table of Contents

Proposal Table of Contents must provide page number references for the sections, any appendices, and forms, and certifications required of this solicitation.

8.1.3 Executive Summary

Include a 2–3-page overview of the entire proposal describing the most important elements of the Proposer's solutions and project approach.

8.1.4 Section 1-Project Understanding / Proposer Solution

Based on information contained in this RFP, as well as information obtained in any subsequent addenda, pre-proposal meetings, and other materials available from the Authority, the Proposer shall describe their solution, plan, approach, and technical architectures for accomplishing the work requested. The information provided shall be in enough detail to enable the Authority to ascertain that the Proposer understands the technologies, functional requirements, related software, maintenance and warranty needs, timelines, and effort to satisfy the RFP requirements. The Proposer should indicate, in written narrative, how the solutions / product(s) and services proposed will help the Authority reach its objective of improving the quality of transportation services to its customers.

8.1.5 Section 2- System Description

Proposers should fully describe the System being offered as part of this submission. Capabilities and features should be described in the context of its application to the Authority's requirements and the benefits gained from the Proposer's solutions and / or products. Proposers must list all components or modules necessary to fully implement the project, including any third-party solutions, services / products necessary to complete the total installation including the optional technologies.

Technical description of the proposed systems that includes:

8.1.5.1 A direct response to the specifications and functions requested in this RFP;

- 8.1.5.2 Diagrams that illustrate how system components interact and exchange data are encouraged;
- 8.1.5.3 A description of additional functional capabilities of the proposed system not identified in the RFP;
- 8.1.5.4 A description of system components and how they interact / integrate;
- 8.1.5.5 A description of how the System will be Hosted, architected, and managed (hardware, software, databases, etc.);
- 8.1.5.6 A Table of Compliance (Attachment C) that indicates the compliance of the proposed system with the technical specifications, including compliance with Optional Technologies. Responses shall be, "Fully Complies," "Does Not Comply, or Partially Complies." The Proposer may explain those sections that it marks as "Partially Complies" or "Does Not Comply";

Alternative Approach. Where the Proposer wishes to propose alternative approaches to meeting the requirements, these should be thoroughly explained, including the alternative methodology to be employed to meet the functional requirements and any benefit provided to the Authority by the alternative methodology.

In addition, Proposer should describe the features of their warranty and maintenance plan that will be provided in accordance with the requirements contained within as well as a description of the maintenance requirements.

8.1.6 Section 3-Firm / Team Overview

Provide a team organization chart that identifies the roles of the Proposer's key personnel. If applicable, clearly delineate the responsibilities of the prime contractor and subcontractor(s). Specify the extent of the time commitment of key personnel for the duration of the project. Provide an indication of the overall level of effort for the Project, including a breakdown of staffing hours by key personnel. Describe the experience of the Proposer's project team in detail, including the team's Project Manager, engineer, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, include the client's name and telephone number. Resumes for key personnel should be included in an Appendix (limit resumes to relevant information only). **No changes in team composition will be allowed without the prior written approval of the Authority.**

8.1.7 Section 4-Implementation Plan / Project Management

Proposers should fully describe the proposed implementation plan of their response to this RFP, detailing all major milestones in the process. The key milestones, or stages, from notice-to-proceed (NTP) through live testing and final acceptance should be developed as an integral part of this section, with a clearly stated and defined proposed timeline. Defined milestones shall correspond with the Milestone Payment Schedule (Attachment D).

Project Management and Staffing – Describe how the Proposer will manage the project, ensure completion of the scope of work described in the Proposal following the developed timeline milestones, and accomplish the required objectives. This plan must include the proposed management team, staffing plan, including information on its sources of craft labor and its training capabilities. Discuss how and what lines of communication will be implemented to

maintain the project schedule.

Proposer should include a detailed Gantt Chart that includes the various tasks; activities (resource loaded) required to complete this Project. Specifically, include in the Proposer's plan a detailed schedule showing tasks and milestones for the system design, system testing and acceptance, training, documentation for the Authority, and a phased deployment. The Proposer will describe how they will use the plan to ensure that the schedule will be met and how the Project's many elements will be documented and tracked.

If the Proposer intends to subcontract portions of the work, Proposer will provide a complete list of potential subcontractors, their qualifications, addresses and the names and phone numbers of contact points within their organization and a description of the work to be subcontracted.

8.1.8 Section 5 -Quality Assurance Plan

Proposers should describe in detail their management strategies for overall quality assurance in the proposal, general implementation, testing, and operation of the System components. At a minimum, Proposers should address:

8.1.8.1 Testing / Acceptance: an outline of the procedure for factory, system, and burn-in testing; describe how testing will be performed for central components and for components at Authority locations; and describe how the Authority will be involved in acceptance testing.

8.1.8.2 Warranty, Maintenance, Support, and Upgrades: Describe any initial and extended warranties that apply, or may be available, for hardware / software and / or services used in response to this RFP. Describe the Proposers' technical support during the Project, focusing on the implementation period as well as long-term. Describe procedures for rendering support, including the availability of technicians to provide repairs. Technical support policies and pricing must be explained in detail.

8.1.8.3 Quality Control: Describe steps and methods employed by the Proposer to ensure that the quality of the services and work products of the proposed system are realized.

8.1.9 Section 6-Training

Proposers should provide a detailed schedule and outline for the necessary training of Authority and contractor staff as defined herein. This section should identify the training course content, documentation / training materials, the number and type of training courses that will be required and the length of the training sessions, etc. Proposers should indicate when the training should be provided in the context of the overall implementation time schedule. Qualifications of the staff providing the training shall be listed.

8.1.10 **Section 7- Authority Actions under the Project** The Authority understands that successful implementation of this Project requires a partnership between the Authority and the Proposer. Proposer will identify the type of personnel and estimated time commitments needed to facilitate the proposer identified contributions from the Authority.

8.1.11 Section 8- Experience

Proposers should provide a corporate profile indicating their qualifications to provide the required System and support necessary to achieve the Authority's goals for the Project. Proposers must submit a list of other systems of a similar size to the Authority's where the proposed system(s) have been installed successfully; preference is for public transit agencies. A separate list of the Proposers' last three (3) deployments, along with a project contact, address, telephone number, and e-mail address must be provided.

The Authority has created a Mail-In Reference Questionnaire which will be used by the Proposers. Please refer to the Questionnaire for specific instructions in Attachment H.

8.1.12 Section 9 - Financial Statement

The Authority wants to understand the financial condition of the Proposer. Identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project. Audited financial statements for past two (2) fiscal years, a Dun & Bradstreet report or a one-page summary from a CPA firm will be requested from the Proposers that are asked to do interviews/demonstrations.

Please provide the following information:

- 8.1.12.1 Legal name and address of Proposer
- 8.1.12.2 Number of years Proposer has been in business.
- 8.1.12.3 Legal form of company (partnership, corporation, joint venture, etc.). (If joint venture, identify the members of the joint venture and provide all information required within this section for each member. If a corporation, certify that the corporation is in good standing with the Secretary of State)
- 8.1.12.4 If Proposer is wholly owned subsidiary of a "parent company," provide the legal name and form of the parent company.
- 8.1.12.5 Tax Identification Number
- 8.1.12.6 Data Universal Numbering System (DUNS) Number
- 8.1.12.7 Central Contractor Registration (CCN) Number
- 8.1.12.8 Address(es) of office(s) that will work on this Project.
- 8.1.12.9 If DBE certified, identify certifying agency.
- 8.1.12.10 Name, title, address, e-mail address, and telephone number of the person to contact concerning the proposal.
- 8.1.12.11 State whether the Proposer has filed bankruptcy in the last ten (10) years.
- 8.1.12.12 Subcontractor letters of commitment are required and must be submitted for each subcontractor listed in the proposal.

8.1.13 Section 10 – Pricing / Cost / Payment

The Proposer shall detail the incremental and recurring costs for all items (i.e., project components and deliverables) as listed below.

- 8.1.13.1 Annual cost for System – Year 1 plus 4-year contract and option years 1-3
- 8.1.13.2 Unit costs for hardware. Any exception must be explained.

- 8.1.13.3 Costs must be broken down for capital expenses, equipment, installation, software, project management, as well as operation and maintenance costs for the full term.
- 8.1.13.4 The annual cost of operations, services, and maintenance should be listed and described. The cost shall include and detail all anticipated sources of recurring costs, including, but not limited to: transaction fees (if any) royalties, software license fees, technical support, training, integrations, rentals or anticipated replacements.
- 8.1.13.5 Estimates of non-proposer or 3rd-party costs not otherwise included cost proposal, (the Authority wants no surprise costs)

As part of the proposal, the Proposer must also include a payment schedule based on milestones and deliverables related to the installation and deployment of the System for the Authority consideration and negotiations (Attachment D).

If the costs exceed the funds available for this Project, the Authority shall, at its sole discretion, remove some components from the requirements and/or Optional Technologies Requirements that would not otherwise affect the functionality of the System as determined by the Authority.

Even though the method of payment to the Proposer will be a fixed price or fee basis, a detailed cost breakdown narrative shall be provided that includes an estimate of the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead rates, all other direct costs, such as travel and subsistence, materials, reproduction, etc., and the cost for subconsultant services, if applicable. This information will be used to determine the reasonableness of the Proposer's cost estimate and for pre-award audit purposes when appropriate. Labor rates and escalation will also be used to negotiate any change orders throughout the term of the contract.

The cost proposal must be submitted in a separately sealed envelope clearly marked "CONFIDENTIAL COST PROPOSAL." The technical and cost proposals may be submitted in the same package.

8.1.14 Proposal Appendix

The Proposer may include other materials considered relevant to the proposal. However, this is not an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief. Materials included in the appendices will not be evaluated. Do not submit more than 3 appendices, and the total number of pages combined should not exceed 10.

8.1.15 Exceptions to this Request for Proposals

The Proposer shall certify whether it takes any exception(s) to the requirements of this RFP or the standard contract provisions outlined in Attachment L, and if so, shall list those items to which exceptions are requested and –as appropriate– provided in Attachment L. It is not the Authority's intent to make substantial changes to the standard contract provisions.

Failure to take exceptions to the RFP or standard contract provisions within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

8.1.16 All Proposers shall also be required to complete and submit the Table of Compliance, Attachment C, which covers each of the requirements in the RFP. If the Proposer does not comply with any of the requirements, the specific requirement must be identified and explained. Failure to take exception in the manner set forth above will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

8.1.17 Required Certifications

As part of the proposal package, Proposers must submit all of the signed certifications as found in the Appendix. The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

8.2 Product Demonstration

Short-listed Proposers may be invited to demonstrate their proposed System in-person or via Zoom conference. Demonstrations will be limited to this specific Project and the Proposer's proposal. Proposers will have time for the demonstration to present and for follow-up and / or additional questions by the Authority.

9.0 ADMINISTRATIVE/CONTRACTUAL REQUIREMENTS

The following sections outline standard administrative procedures and contractual provisions that the Authority will require in the ultimate contract for the System. For the purposes of this Section 9, the entity that is selected to perform the work contemplated by this RFP is referred to as “Proposer” or “Contractor.”

9.1 Prime Contractor

Proposer will be the sole point of contact for the contract. The Proposer will be completely responsible for all actions and work performed by its subcontractors. All terms, conditions, and requirements of the contract will apply without qualification to any services and work performed by any subcontractor of the Proposer.

9.2 News Releases

Unless agreed to in writing, the Authority is the only entity authorized to issue news releases relating to this RFP, its evaluation, award, or any contract and performance there under.

9.3 Contract Documents

All terms and conditions included in this solicitation will be incorporated into any resulting contract.

The Authority is subject to sales tax, use tax, imposts, revenues, excise or other taxes, which are now or which may hereafter be imposed by Congress, by a state or any political subdivision hereof and applicable to the sale or the material delivered as a result of the selected Proposer’s proposal and which, by the terms of the tax law, must be passed directly to the Authority, will be paid by the Authority.

9.4 Form of Cost Proposals

Cost proposals shall include the **Proposal Declaration Form (Attachment I)**, furnished to Proposers. Cost proposals that do not include these completed forms will be considered non-responsive and **WILL BE REJECTED**. The only acceptable method of modifying a cost proposal is by letter, if it is received by the person assigned to open cost proposals prior to the time set for opening of cost proposals.

9.5 Receipt of Proposals

Proposals must be received by the time and date specified in Section 6.5. Proposals must be submitted as specified in Section 8.1.

The Authority reserves the right to reject any or all Proposals, and to cancel the requirements at any time prior to Proposal opening and return all Proposals unopened.

9.6 Discrepancies

If a Proposer becomes aware of any discrepancy, ambiguity, conflicts, error or omission in the RFP, it shall be reported immediately to the Authority staff, who will determine the necessity for clarification.

9.7 Appeal Procedures

Requests for approved equals, and clarifications of specifications must be submitted to the Authority in the form of a question regarding the RFP, by the deadline for questions as specified Section 6.5 (Tentative Schedule for Evaluation, Selection, and Award).

Alternatively, proposers may submit a formal protest of specifications. Protests must be received by the Authority in writing, pursuant to Attachment K - Yuba-Sutter Transit Protest Procedures.

Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evident that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the Proposer, who shall furnish all necessary information at no cost to the Authority. The Authority shall be the sole judge as to the quality, substitutability and compatibility of the proposed alternates or equals.

9.8 Addenda

Clarification or any other notice of a change in the proposal documents will be issued only by the Authority Purchasing Agent and only in the form of written addenda posted to the Authority webpage, <https://www.yubasuttertransit.com/current-requests-for-proposals>. Each addendum will be numbered and dated. Oral statements or any instructions in any form, other than addenda as described above, shall have no consideration.

Each addenda received during the proposal process shall be acknowledged in the designated space on the **Proposal Declaration Form** (Attachment I) with the information therein requested. If none are received, the words "**no addenda received**" shall be written in the said space.

9.9 Receiving Proposals

Proposals received will be kept unopened until after the proposal deadline. The person whose duty it is to open the proposals will determine when the time stated above has arrived and no proposal received thereafter will be considered.

9.10 Withdrawal of Proposals

Proposals may be withdrawn only by signature of the Proposer, provided the request is received by the person whose duty it is to open proposals prior to the proposal opening. Each proposal opened will be considered to be a valid offer and may not be withdrawn for a period of one hundred eighty (180) calendar days following opening of proposals, unless the Proposer is given written notice that the proposal is unacceptable.

9.11 Evaluation of Proposals

Proposals will be evaluated as stated in Section 7 above.

9.12 Award or Rejection of Proposals

Award will be made based on the Best Value method of scoring as described in Section 7.1.

The Authority reserves the right to REJECT ANY OR ALL proposals or any item or part thereof, or to waive any informality or irregularity in proposal when it is in the best interest of the Authority to do so.

The Authority also reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers, as the Authority may deem it to be in its best interest.

9.13 Pre-Contractual Expenses

Proposers are responsible for all pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Proposer in, 1) preparing the proposal in response to this RFP; 2) preparing the proposed system in response to this RFP; 3) submitting a proposal to the Authority; 4) negotiating with the Authority on any matter related to this proposal; or 5) any other expenses incurred by the Proposer prior to date of award.

9.14 Payment

Payment Schedule and Invoicing

Payment for equipment, material, and services shall be made 30 days after receipt of an Acceptable Invoice.

An Acceptable Invoice includes:

- ✓ Proper and complete billing (including support) is received by the Authority.
- ✓ Acceptance by the Authority of the equipment, materials and / or services in accordance with the Scope of Work.
- ✓ Contractual agreements set forth between the Authority and the Contractor.

Advance payments by the Authority are prohibited.

Prime Contractor and Subcontractor Payments (if applicable)

Proposer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from the Authority. The Proposer agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 Authority.

9.15 Delays

Unavoidable Delays

If services under the contract should be unavoidably delayed, the Authority's Executive Director or designee shall extend the time for completion of the contract for the number of days of excusable delay in the determination of the Executive Director or designee. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's

performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's subs, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond the control of the Authority or caused by the Authority will be sufficient justification for delay of services and Contractor will be allowed a day for day extension.

Notification of Delays

The Contractor shall notify the Project Manager as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery or installation of the System. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as available.

Request for Extension

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Authority's Executive Director or designee to make a decision on any request for extension. The Authority's Executive Director or designee shall examine the request and any documents supplied by the Contractor and shall determine, in the Executive Director's or designee's sole discretion, if the Contractor is entitled to an extension and the duration of such extension. The Authority's Executive Director or designee shall notify the Contractor of his decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

9.16 Conditional Acceptance

The Authority reserves the right to allow partial payments based on the conditional acceptance of the System under the condition that the Proposer will rectify cited deficiencies within an agreed upon time frame.

9.17 Insurance Requirements

During the performance of the contract executed pursuant to this RFP, and at Contractor's sole expense, Contractor shall procure and maintain the following insurance and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of herein contract.

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

If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority. See Attachment M for information on the required limits.

9.18 Liquidated Damages

The Authority and Proposer recognize that liquidated damages requirements are appropriate if parties to a contract may reasonably expect to incur damages in the form of increased costs resulting from the late completion of the contract or certain milestones, not otherwise caused by Unavoidable Delays. Pass through of liquidated damages may include up to full cost of additional staff time, including planning, maintenance or consultant expense related to Implementation Period activities that occur after the agreed upon Milestone deadline date for Final System Acceptance (i.e. beyond the end of the scheduled Implementation Period).

9.19 Milestone Retainage

Retainage for Implementation Period Project Milestones has been set at 5%. Retainage will be released upon Final System Acceptance.

9.20 Prohibited Interests

Prohibited Interest

The parties hereto covenant and agree that, to their knowledge, no board member, officer, or employee of the Authority, during his tenure or for one (1) year thereafter has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the Authority, and that, if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) or Article 1 of Chapter 7 of Title 9 (commencing with Section 87100) of the Government Code of the State of California.

Interest of Members of / or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share of or part of this contract or to any benefit arising therefrom.

9.21 Warranties

In addition to any standard warranties, the Contractor will provide the Authority with warranties for the work contemplated under this RFP in accordance with the warranty requirements outlined in Section 5.7 of this RFP.

9.22 Federal Contracting Requirements

The Contractor shall accept and comply with all applicable federal contracting requirements outlined in Attachment J. Furthermore, the Contractor shall accept any additional federal contract provisions that the Authority is made aware of or determines are required in connection with the Project.

9.23 Ownership of Materials and Service Data

All data, procedures, descriptions, presentations and recommendations accumulated by the Proposer under the contract resulting from this RFP will be owned by the Authority.

The Proposer may not release, distribute, or otherwise utilize any such data without the written approval of the Authority.

9.24 Inspection and Approval of Work

The Proposer will permit the Authority's Project Manager or a duly authorized representative to inspect and audit all work, material and other data and records connected with the contract.

9.25 Patent / Copyright Infringement

At the time of Proposer's bid submittal, the Proposer warrants that all products and services being proposed are free and clear of any and all patent infringements, copyrights, etc.

9.26 Retention of Records

The Proposer will be required to maintain accounting records and other evidence pertaining to the costs incurred for a period of three (3) years beyond contract expiration and shall make the records available at their office at all reasonable times.

9.27 Liabilities against Procuring Agency

The Contractor shall indemnify, keep and save harmless the Authority, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, which may accrue against the Authority arising out of or resulting from the Contractor's acts or omissions, including acts or omissions of its employees, servants and agents.

9.28 Omission

Notwithstanding the provision of drawings, technical specifications, or other data by the Authority, the Contractor shall have the responsibility of supplying all drawings and details required to make the project complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.

9.29 Priority

In the event of any deviation between the description of the equipment in the Technical Specifications and other parts of this document, the specifications shall govern.

9.30 Repairs after Non-Acceptance

The Authority may require the Contractor, or its designated representative to perform the repairs after non-acceptance or the work may be done by the Authority's personnel with reimbursement by the Contractor.

Repairs by Contractor

9.30.1 If the Authority requires the Contractor to perform repairs after non-acceptance of the

equipment, the Contractor's representative must begin work within ten (10) working days after receiving written notification from the Authority of failure of acceptance tests. The Authority shall make the equipment available to complete repairs timely with the Contractor repair schedule.

- 9.30.1.1 The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.

Repairs by Authority

- 9.30.1.2 Parts Used: If the Authority decides to perform the repairs after non-acceptance of the equipment, it shall correct or repair the defect and any related defects using Contractor- specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the Authority to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these parts.

- 9.30.1.3 Contractor Supplied Parts: If the Contractor supplies parts for repairs being performed by the Authority after non-acceptance of the equipment, these parts shall be shipped prepaid to the Authority from any source selected by the Contractor within 10 working days after receipt of the request for said parts.

- 9.30.1.4 Return of Defective Components: The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.

- 9.30.1.5 Reimbursement for Labor: The Authority shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, per technician straight wage rate.

- 9.30.1.6 Reimbursement for Parts: The Authority shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

9.31 Disputes

Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed pursuant to: *Yuba-Sutter Transit Protest Procedures (as defined in Attachment J of this solicitation)*.

The protest will contain a statement describing the reasons for the protest and any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified in the paragraph above. The protest will also indicate the ruling or relief desired from the Authority.

9.32 Option of Obtaining Services Outside of the Contract

The Authority reserves the right to contract separately for other services within the scope of this project if in the best interest of the Authority.

9.33 Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation, DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 Yuba-Sutter Transit Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

APPENDIX

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Attachment A- Required Submittals (RFP Checklist)

All of the below referenced documents are required as part of your proposal submittal and any required forms and/or certifications **shall be signed** by an individual or individuals authorized to execute legal documents on behalf of the proposer. Proposers are instructed to include a copy of this RFP Checklist with their proposal submission indicating compliance for each item marked by a checked box. Wherever the word “Consultant” appears in the attachments, it should be read as the equivalent to the word “Contractor.” Wherever the words “bid” or “bidder” appear in the attachments, they should be read as the equivalent to the words “proposal” or “Proposer.”

- Three (3) hard copies of the proposal, including one (1) signed original
- One USB flash drive containing a soft copy of the written proposal in its entirety, in Adobe Acrobat (PDF) format; and a copy of Cost Proposal forms in Excel format.
- Acknowledgement of Receipt Form
- Table of Compliance
- Milestone Payment Schedule and Proposer Generated Bid Forms
- Certification of Restriction on Lobbying
- Disadvantaged Business Enterprise
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Mail-In Reference Questionnaires (To be received from references)

Attachment B - Acknowledgement of Receipt Form

In acknowledgement of receipt of this Request for Proposal: #23-1218, "On-Demand Scheduling & Dispatching System" the undersigned agrees that he / she has received:

- Complete copy of the Request for Proposal beginning with the Title Page and ending with page 87.
- Addendum No:
- Addendum No:
- Addendum No:

(Bidders are to modify this sheet and Insert Additional Addenda references as necessary)

The acknowledgement of receipt should be filled out completely and submitted prior to the bid deadline (date and time). It is ultimately your responsibility to check and acknowledge all amendments and addendums.

FIRM:					
REPRESENTATIVE:					
TITLE:			PHONE NO:		
E-MAIL:			FAX NO:		
ADDRESS:					
CITY:			STATE:		ZIP CODE:
SIGNATURE:				DATE:	

This name and address will be used for all correspondence related to the Request for Proposal.

Firm **does / does not** (circle one) intend to respond to the Request for Proposal.

Attachment C - Table of Compliance

	Request for Proposals	Your Proposal	
	Requirement (see corresponding RFP section for full requirement description)	Mark “F” for fully Comply, “P” for Partially Comply or N for “Do Not Comply”	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
3	Scope of Work		
3.1	Functional Requirements – Paratransit Scheduling & Dispatching		
	As Specified.		
	Agency Data & Reporting		
	As Specified.		
	Responsibilities of Contractor		
	As Specified.		
3.2	Functional Requirements – General Purpose DAR/Microtransit Scheduling & Dispatching		
	As Specified.		
	Agency Data & Reporting		
	As Specified.		
	Responsibilities of Contractor		

	As Specified.		
3.3	Information Technology Architecture		
	As Specified.		
3.3.1	Data Backups:		
	As Specified.		
3.3.2	Disaster Recovery Procedures		
	As Specified.		
3.3.3	Continuity of Services		
	As Specified.		
3.4	Kick-off Meeting, Project Management, Training and Correspondence		
	Kick-off Meeting: As Specified		
	Project Management: As Specified		
	Training: As Specified		
3.5	Documentation and Installation		
	Documentation: As Specified		
	Installation: As Specified		
3.6	Testing		
	Test Procedures: As Specified		
	Acceptance Testing: As Specified		
3.7	Project Implementation Schedule		
	As Specified.		

3.8	Warranty and Maintenance		
	As Specified.		
3.8.1	Installation Warranty		
	As Specified.		
3.8.2	Extended Service / Warranty Period		
	As Specified.		
3.8.3	Availability and Mean-Time-Between-Failure (MTBF) Targets		
	As Specified.		
3.8.4	Chargeable and Non-Chargeable Failures		
	As Specified.		

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

DATE

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

Attachment D - Milestone Payment Schedule

Please Specify a suggested Milestone Payment Schedule in accordance with the RFP, Scope of Work and Proposal. Proposers are to add/delete lines, as needed. Years 6, 7 and 8 (option years) will be based on year 5 price with an escalation factor provided by proposer.

MILESTONE PAYMENT SCHEDULE						
Implementation Period						
No.	Milestone Name	Description of Milestone [e.g. deliverables achieved and/or items included in payment]	Proposed by Date	Payment	Less Retainage (5%)	Due
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	Final System Acceptance Issued	100% fleet passed acceptance testing, and 100% back-end system passed acceptance testing; all other testing completed successfully and Yuba-Sutter Transit issues formal System Acceptance.	_____	_____	N/a	_____

Operations Term						
No.	Item Name	Description of Achievement	Proposed by Date	Payment	Less Retainage (5%)	Due
Y1	Operations Term: Year 1 start	Conclusion of Implementation Period	_____	_____	N/a	_____
Y2	Operations Term: Year 2 start	Conclusion of Demonstration Period	_____	_____	N/a	_____
Y3	Operations Term: Year 3 start	Conclusion of Year 2	_____	_____	N/a	_____
Y4	Operations Term: Year 4 start	Conclusion of Year 3	_____	_____	N/a	_____
Y5	Operations Term: Year 5 start	Conclusion of Year 4	_____	_____	N/a	_____

ATTACHMENT D – MILESTONE PAYMENT SCHEDULE - SIGNATURE PAGE

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL DATE

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

The above milestone payment schedule refers to the tasks identified above. Proposer may modify Milestone chart in accordance with Proposed System solution. Payment for service/maintenance warranty coverage shall be made upon commencement of service/warranty period(s) as applicable

Attachment E – Required Forms

DRUG FREE WORKPLACE CERTIFICATION

I, _____, hereby certify on behalf of
(Name of authorized official)

_____ that
(Name of company)

The CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-free Awareness Program, as required by Government Code Section 8355(b), to inform employees all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs, and
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm's drug-free policy statement, and
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____, hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this ___ day of _____, 20 _____

By _____
(Signature of authorized official)

(Title of authorized official)

NON-COLLUSION CERTIFICATION OF PROPOSING PRIME CONTRACTOR

I _____ of _____ certify that:
(Printed name of authorized representative) (Proposing Company name)

- 1) Am fully informed with respect to the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
- 2) Such Proposal is genuine and is not a collusive or sham Proposal;
- 3) Neither the said Proposing Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, Bidding Sub-contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposing company, firm or person to fix the price or prices in the referenced proposal or of any other Bidding or Proposing Company, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other Bidding or Proposing Company, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against any person interested in the proposed Contract; and
- 4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposing Company or any of its agents, representatives, owners, employees, or parties in interest, including the undersigned.

Signature: _____

Title: _____

Date: _____

CALIFORNIA LEVINE ACT

California Government Code Section 84308 (commonly referred to as the “Levine Act”) prohibits any Agency Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than \$250 from the person or company awarded the contract within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the links below to review the names of Board members prior to answering the below questions:

Board Members: <https://www.yubasuttertransit.com/board-members>

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Agency Board Member in the twelve (12) months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

YES NO. If yes, please identify the Board Member(s):

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any Agency Board Member in the three (3) months following any Board action related to this contract?

YES NO. If yes, please identify the Board Member(s):

Answering yes to either of the two (2) questions above does not preclude the Agency from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

Certification of Restrictions on Lobbying

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

Lobbying Certification

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of _____, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature & Title of Authorized Official

Date

Attachment F - Disadvantaged Business Enterprise

RETURN THIS FORM WITH YOUR PROPOSAL

_____ hereby certifies that all reasonable efforts have been made to secure maximum disadvantaged business enterprise (DBE) participation in this contract.

BY: _____
Authorized Official

Title

Please include on a separate sheet the names, addresses of all DBEs contacted or that will participate in the contract, the scope of work, dollar amount of for each participating DBE. Also describe all efforts which have been made to secure maximum DBE participation.

All participating DBEs must complete the DBE affidavit, attached.

Affidavit of Disadvantaged Business Enterprise

RETURN THIS FORM WITH YOUR PROPOSAL

I hereby declare and affirm that I am a qualifying DBE as describe in 49 CFR part 26 and that I will provide information to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

BY: _____

Title: _____

Date: _____

Attachment G - Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters

RETURN THIS FORM WITH YOUR PROPOSAL

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), 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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for Authority 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 Authority 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 Authority of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

Attachment H - Mail-In Reference Questionnaire

Proposer Company: _____ Date: _____

Reference Company: _____ Phone: _____

Contact Name: _____

Title: _____

I. Instructions for Completion

A. Proposing Company

1. Type your company name on "Proposing Company" line.
2. Type the company name of your reference on "Reference Company" line.
3. **Mail or e-mail** this form to your references; three (3) are required. To ensure receipt of an adequate number of reference responses, we recommend sending Questionnaires to more than three (3) companies.
4. Under no circumstances will reference questionnaires be accepted directly from proposer.
5. It is your responsibility to follow up with your references to ensure timely receipt of questionnaires.
6. The Authority will not be an acceptable reference, nor will any member of the Proposer's organization.

B. Reference Company (e.g. Public Transit Agency)

1. Print the responding individual's name, title, phone # and date on the appropriate lines.
2. Legibly write or type your response in the following manner. Use this form or using a separate sheet of paper, restate each question followed by your answer.
3. Mail or email your completed questionnaire to:

Yuba-Sutter Transit Authority
Attn: Adam Hansen
2100 B St.
Marysville, CA 95901

Adam@yubasuttertransit.com

4. This completed questionnaire MUST be received by the RFP due date: **May 20, 2024**.
5. DO NOT return this questionnaire to the proposing company.

II. Qualifying Questions – PLEASE ANSWER ALL QUESTIONS

1. Are you the primary person responsible for contract administration with the proposing company?

Yes No

2. What was the nature of the project you contracted with the proposing company for?

3. When did your contract with the proposing company begin?

4. When did your contract with the proposing company end? (If not ended, when will it end?)

5. What was the approximate annual cost of the proposing company's contract with you?

III. Evaluated Questions. Please answer the following sixteen (16) questions using the scale provided:

1. Please rate the quality of the proposing company's overall service.

Excellent Good Fair Poor

2. How well did the proposing company meet your stated goals?

Excellent Good Fair Poor

3. How would you rate the response time of the proposing company to your calls or emails?

Excellent Good Fair Poor

4. Were the proposing company communications with you clear and concise?

Always Usually Sometimes Never

5. Were the milestones identified for the project schedule consistently met?

Always Usually Sometimes Never

6. Did the proposing company keep you informed of progress?

Always Usually Sometimes Never

7. Did the proposing company keep you informed of problems that would affect a timely and satisfactory outcome of your project?

Always Usually Sometimes Never

8. Was the team originally assigned to your project (including project manager) maintained for the duration of your project?

Yes No

9. If proposing company replaced a project manager or staff, was your prior approval obtained?

Yes No

10. Have you ever had to request that any of the proposing company's team be replaced?

Yes No

If yes, please explain:

11. Did you experience any problems with the accuracy of the proposing company's billing?

Yes No

12. Did you experience problems with the proposing company canceling meetings or conference calls?

Yes No

13. Was the proposing company reasonable and prudent with travel and incidental expenses?

Yes Usually Sometimes No

14. Have the problems you experienced with the proposing company been dealt with to your satisfaction?

Always or No Problem Usually Sometimes Never

15. Was the proposing company flexible in meeting your requirements?

Yes Usually Sometimes No

If no, please explain.

16. From the beginning of your first contract with the proposing company, how long did it take for you to receive benefits from the proposing company's efforts on your behalf?

One Year Two Years Three Years Four Years or More

IV. Additional Questions

1. What would you do differently next time you undertake a similar contract?

2. Explain why you would or would not do business with the proposing company again.

3. Did you use specific performance criteria to measure progress on your project? Would you be willing to share them with us?

4. What suggestions do you have to make the process easier and/or more productive?

Attachment I - Proposal Declaration Form

YUBA-SUTTER TRANSIT AUTHORITY

Automated Vehicle Location & Passenger Information System

Request for Proposals No. 24-03

PROPOSAL DECLARATION FORM

To: Yuba-Sutter Transit Authority

Pursuant to and in compliance with your Request for Proposals, calling for proposals and related documents, the undersigned proposer, having familiarized himself with the terms and conditions of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated; including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this proposal and all in strict conformity with the drawings and specifications and other contract documents, including addenda number _____.

The proposer has carefully examined the plans and specifications for this project prepared and furnished by Yuba-Sutter Transit Authority and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall commence by the proposer, if awarded the contract, on the date to be stated in Yuba-Sutter Transit Authority's "Notice to Proceed."

I, the proposer identified below, declare under penalty of perjury, that the information provided, and representations made in this bid are true and correct and that this declaration was executed on:

_____ day of _____, 2024

NAME OF PROPOSER: _____

CORPORATE OR
COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____ DATE: _____

Attachment J– FTA Terms and Conditions

1. **Incorporation of FTA Terms.** The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

2. **Access to Records.** The following access to records requirements applies to this Agreement:
 - a. Where the Authority is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of them authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. Where any Agency is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - c. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - d. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

3. **Civil Rights**
 - a. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42

U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. Equal Employment Opportunity– The following equal employment opportunity requirements apply to the Agreement:
 - i. Race, Color, Creed, National Origin, Sex– In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. Age– In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities– In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4. **Disadvantaged Business Enterprises.**

- a. This Agreement 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.
 - b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
 - c. The Authority does not have a DBE goal for this project. Contractor will be required to report its DBE participation obtained through race neutral means throughout the period of performance of this Agreement.
 - d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 10 days after the Contractor's receipt of payment for that work from the Authority. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
 - e. The Contractor must promptly notify Authority whenever a DBE subcontractor performing work related to this Agreement 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 Authority.
5. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 6. **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Authority and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Agreement.
 7. **Fly America Requirements.** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why

service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8. **Cargo Preference.** Use of United Flag Vessels. The Contractor agrees: (1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and (3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
9. **Disputes, Breaches, Defaults, and Litigation Notification.** Notification to the Authority; Flow Down Requirement. If a current or prospective legal matter that may affect the Authority or Federal Government emerges, the Contractor must promptly notify the Authority. The Contractor must include a similar notification requirement in its subcontractor contracts. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Authority or Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
10. **EEO.** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
11. **No Obligation By The Federal Government.** The Authority and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal

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

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

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

- 13. ADA Compliance.** The Contractor will be required to meet all requirements of the Americans With Disabilities Act of 1990 (ADA) and any and all regulations and rule adopted pursuant thereto in performing its Agreement with Authority, and to inform the Authority regarding any and all changes/modifications that are deemed necessary to assure the Project is in complete compliance with ADA.

14. Davis-Bacon and Copeland Anti-Kickback Acts.

- a. Minimum wages

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full number of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employee's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and The classification is utilized in the area by the construction industry; and The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iii. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - iv. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.
 - v. (A) The contracting officer shall require that any class of laborers or mechanics who is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - 2. The classification is utilized in the area by the construction industry;
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- b. Withholding - The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- c. Payrolls and basic records –
 - i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers

and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014- 1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR p 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of "compliance" required by paragraph (a)(3)(ii)(B) of this section.
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- iii. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- d. Apprentices and trainees
 - i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's

hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the 'apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- e. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- f. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this act.
- i. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility –
 - i. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15. Patent and Rights in Data.

- a. Rights in Data
 - i. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term

includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

- ii. The following restrictions apply to all subject data first produced in the performance of the Agreement:
 - 1. Except for its own internal use, the Authority or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Authority or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - 2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below.

As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Authority or Contractor using Federal assistance in whole or in part provided by.
- 3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Authority and the Contractor performing experimental, developmental, or research work required by the Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Agreement, is

not completed for any reason whatsoever, all data developed under the Agreement shall become subject data as defined in subsection (i) of this clause and shall be delivered as the Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for the Authority or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

4. Unless prohibited by state law, upon request by the Federal Government, the Authority and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Authority or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Authority nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
6. Data developed by the Authority or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Agreement is exempt from the requirements of subsections (2), (3), and (4) of this clause, provided that the Authority or Contractor identifies that data in writing at the time of delivery of the contract work.
7. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- iii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Authority and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

iv. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

b. Patent Rights

i. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Authority and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

ii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Authority and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

iii. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

16. **Seismic Safety.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

17. **Recovered Materials.** 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.

18. **Safe Operation of Motor Vehicles.**

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned"

and “company-leased” refer to vehicles owned or leased either by the Contractor or AUTHORITY.

Distracted Driving

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

19. **Suspension and Debarment.**

- a. This Agreement 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.
- b. 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 entered into.
- c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

22. **Lobbying.** Contractor 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.

23. **Contract Work Hours and Safety Standards.**
 1. 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 work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

 2. Violation; liability for unpaid wages; liquidate— damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this on.

25. **Buy America.** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

A Proposer or Offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all Proposals or offers on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Signature _____ Date _____

Company _____ Name _____ Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____ Date _____

Company _____ Name _____ --Title _____

26. **Prohibition on providing or using certain telecommunications and video surveillance services or equipment.** Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

27. Termination

- a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

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

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

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

28. 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 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing 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 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. Trafficking in Persons.

The contractor agrees that it and its employees that participate in the Recipient's Award, may not: Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect; Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

30. Federal Tax Liability and Recent Felony Convictions.

The contractor certifies that it:

- a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

The Contractor shall flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

31. Notice to Third Party Participants.

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

32. Notification to FTA.

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the Authority, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its sub agreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- a. Types of Legal Matters Requiring Notification. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b. Matters Affecting the Federal Government. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- c. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the Authority, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a

criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Authority. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision also applies to all divisions of the Authority, including divisions tasked with law enforcement or investigatory functions.

Attachment K – Proposal Protest 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 Proposal's 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 the award of a contract.

All protests must be submitted in writing via mail or e-mail addressed to the Executive Director at:

Yuba-Sutter Transit Authority
ATTN: Executive Director
2100 B Street
Marysville, California 95901
Email Address: matt@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 Board of Directors has the ultimate responsibility for awards made to a vendor or contractor financed with Federal assistance 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.

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 precedence over the ten (10) working day policy.

Responses - The Executive Director shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed 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.

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 Executive Director shall respond, in detail, to each substantive issue raised in the

protest. Written responses/determinations will be mailed or emailed (according to the 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.

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 protestor learned or should have learned of an adverse decision or other basis of appeal.

Responses - The Executive Director shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed or emailed (according to the 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 a solicitation must be filed no later than ten (10) working days prior to the 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 the 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 the 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 Executive Director.

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.

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.

Attachment L – Sample Professional Services Agreement

CONTRACT No. _____

(The Professional Services Agreement Will Be Finalized Upon Notification of Award)

SAMPLE PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE YUBA-SUTTER TRANSIT AUTHORITY AND

THIS AGREEMENT (“Agreement”), effective _____, 20 (“Effective Date”), is between the Yuba-Sutter Transit Authority (“AUTHORITY”), a joint powers authority, and _____ (“CONSULTANT”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

A. AUTHORITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] **[NOTE: staff must verify corporate status/ partnership/ LLC and Consultant’s license, if any, and obtain proof.]** **[ADD, IF APPLICABLE:(which) (who) employs persons who are duly registered or licensed to practice in the State of California.]**

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for AUTHORITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, AUTHORITY engages CONSULTANT’s services, and in consideration of the PARTIES’ mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which AUTHORITY and CONSULTANT have entered into this Agreement. AUTHORITY and CONSULTANT acknowledge the Recitals’ accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

2.1. This Agreement begins on the Effective Date, and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall [specify services to be provided] (“the Services”) in accordance with the Scope of Work **[ADD, IF APPLICABLE: and Fee Schedule]**, which is attached as “Exhibit A” to this Agreement and is incorporated into it by this reference. **[NOTE: “Exhibit A” must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Work should identify specific tasks, list and describe any deliverables, and specify procedures/criteria for acceptance.]**

3.2. Written Authorization.

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from AUTHORITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT’s own risk and without payment.

(B) AUTHORITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by the AUTHORITY’s Project Manager, is a prerequisite for CONSULTANT to proceed with each task. **[ADD, IF APPLICABLE: Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONSULTANT shall not exceed the not-to-exceed price in each Task Order.]** In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. Professional Standard of Care. During this Agreement’s Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, “CONSULTANT PARTIES”) shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES’ profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, AUTHORITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, AUTHORITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or

any other information or documents that AUTHORITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by AUTHORITY.

(D) When the Scope of Work requires or permits AUTHORITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that AUTHORITY's review, approval, conditional approval, or disapproval:

(1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;

(2) Is not to be construed as a waiver of any breach, or acceptance by AUTHORITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;

(3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and

(4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to AUTHORITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

4.1. CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as "Exhibit B" to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by [DATE].

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from the AUTHORITY's Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a "force majeure"— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to fulfil the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet as needed to coordinate, review, and ensure CONSULTANT's performance under this Agreement. AUTHORITY's Project Manager will oversee the administration of CONSULTANT's tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT's project team shall work under the direction of the following key personnel [**IDENTIFY CONSULTANT's KEY PERSONNEL AND TITLE**]. [**OR STATE: CONSULTANT** shall employ the key personnel identified in "Exhibit A."] CONSULTANT shall minimize changes to its key personnel. AUTHORITY may request key personnel changes, and AUTHORITY may review and approve key personnel changes proposed by CONSULTANT. AUTHORITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With AUTHORITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. AUTHORITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and AUTHORITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between AUTHORITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of AUTHORITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give AUTHORITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that AUTHORITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of AUTHORITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those

laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT may possibly be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to AUTHORITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of AUTHORITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. AUTHORITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

5.9. **Executive Order N-6-22 – Russia Sanctions.**

(A) AUTHORITY may be using State of California grant funds for this Agreement. Accordingly, because AUTHORITY may be paying, awarding, or providing CONSULTANT with that State grant money, in whole or in part, CONSULTANT must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.

(B) CONSULTANT is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. CONSULTANT states and represents that CONSULTANT has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, or AUTHORITY, or both, before or after the expiration, termination, or cancellation of this Agreement.

(C) At any time and upon written notice to CONSULTANT, AUTHORITY, in its sole discretion, may either immediately invoke any one or more of the remedies listed in Paragraph 13.3 for Default under Paragraph 13.1(B), or terminate this Agreement for AUTHORITY's convenience under Paragraph 13.4, if AUTHORITY determines that any one or more of the following circumstances or events have occurred

(1) CONSULTANT is the subject or target of Economic Sanctions;

(2) CONSULTANT is conducting prohibited transactions with sanctioned individuals or entities; or

(3) CONSULTANT has failed to comply, in any manner, with the State Executive Order.

6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use an AUTHORITY facility, CONSULTANT shall meet and confer with AUTHORITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to AUTHORITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. AUTHORITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit C" must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

7.2. **Fee.** AUTHORITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the hourly rate(s) specified in "Exhibit C," the TOTAL amount of which is not to exceed _____ dollars (\$_____).

7.2. If AUTHORITY requires additional work not included in this Agreement, CONSULTANT and AUTHORITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.3. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed _____ dollars (\$_____) ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to AUTHORITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.4. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, AUTHORITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.5. **Invoices.** CONSULTANT shall submit an original, itemized invoice to AUTHORITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 AUDIT BY AUTHORITY

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit AUTHORITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** CONSULTANT shall provide AUTHORITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, AUTHORITY.

9.2. Ownership and Use.

(A) Unless AUTHORITY states otherwise in writing, each document— including, but not limited to, each report, draft, record, drawing, or specification (collectively, "work product")— that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is AUTHORITY's exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. Intellectual Property.

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT's work product, CONSULTANT represents that:

(1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or

(2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless AUTHORITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in AUTHORITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of AUTHORITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines,

penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without AUTHORITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that AUTHORITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONSULTANT acknowledges that AUTHORITY has no obligation to notify CONSULTANT when a request for records is received.

(A) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(B) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

(1) CONSULTANT may, when notified by AUTHORITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or

(2) AUTHORITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(C) If CONSULTANT fails to identify one or more protectable documents, in AUTHORITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, AUTHORITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(D) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging AUTHORITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of AUTHORITY;

(B) CONSULTANT will not employ or hire a AUTHORITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) AUTHORITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform AUTHORITY about any possible conflict of interest that may arise as a result of any change in circumstances.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to AUTHORITY, and during this Agreement's Term, CONSULTANT shall furnish AUTHORITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" (D-1 to D-) to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

(B) To the maximum extent permitted by law— including, but not limited to, California Civil Code Sections 2778 and 2782.8— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless AUTHORITY, its officers, agents, employees, and representatives (individually and collectively, "AUTHORITY INDEMNITEE") from and against a "liability" [as defined in Subparagraph (A) below], or an "expense" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of a CONSULTANT INDEMNITOR:

(A) "**Liability**" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "**Expense**" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney's fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or

(4) Pre or post: judgment interest or settlement interest.

12.1. Under this Article, CONSULTANT INDEMNITOR's defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a AUTHORITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a AUTHORITY INDEMNITEE.

12.2. To the extent that CONSULTANT INDEMNITOR's insurance policy provides an upfront defense to AUTHORITY, CONSULTANT INDEMNITOR's obligation to defend a AUTHORITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to AUTHORITY, for the AUTHORITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a AUTHORITY INDEMNITEE arises out of, pertains to, relates to, or asserts the negligence, recklessness, or willful misconduct of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.3. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a AUTHORITY INDEMNITEE for the costs of defending the AUTHORITY INDEMNITEE against a **liability**, or an **expense**, or both. The defense costs charged to CONSULTANT INDEMNITOR will not exceed CONSULTANT INDEMNITOR's proportionate percentage of fault. A AUTHORITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the AUTHORITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the AUTHORITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the AUTHORITY INDEMNITEE's tender of defense.

12.4. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide AUTHORITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless AUTHORITY INDEMNITEE under the terms in this Article.

12.5. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless AUTHORITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.6. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default**. Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

(1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;

(2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;

(3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

(1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;

(2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;

(3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;

(4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

(1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;

(2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying AUTHORITY, or without AUTHORITY's written authorization;

(3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying

AUTHORITY, or without AUTHORITY's written authorization;

(4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the AUTHORITY Manager, or a designee.

13.2. **Notice of Default.** If AUTHORITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to perform satisfactorily the Services specified in this Agreement, AUTHORITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within 10 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within 10 days after receiving AUTHORITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to AUTHORITY's reasonable satisfaction, AUTHORITY may exercise any one or more of the following remedies:

(A) AUTHORITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) AUTHORITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) AUTHORITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in AUTHORITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) AUTHORITY may immediately terminate the Agreement;

(E) AUTHORITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) AUTHORITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, AUTHORITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had

satisfactorily completed by the termination date. AUTHORITY shall not pay CONSULTANT for demobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor AUTHORITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with AUTHORITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D (Insurance Requirements).
- (3) Exhibit B (Project Time Schedule).
- (4) Exhibit A (Scope of Work).
- (5) Exhibit C (Fee Schedule).

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. Governing Law; Jurisdiction.

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONSULTANT or AUTHORITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Yuba, California, or where otherwise appropriate, in the United States District Court, Eastern District of California. CONSULTANT and AUTHORITY acknowledge that the Agreement was negotiated, entered into, and executed—and the Services are performed—in the City of Marysville, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This

Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If AUTHORITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the AUTHORITY Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Yuba County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the AUTHORITY Attorney's services were rendered.

14.7. **Further Assurances.** Upon AUTHORITY's request at any time, CONSULTANT shall promptly:

(B) Take further necessary action; and

(C) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to AUTHORITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of AUTHORITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without AUTHORITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without AUTHORITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If AUTHORITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in California's Government Code, or a day when AUTHORITY Hall is closed, the period is extended to and including the next day that AUTHORITY is open for business. A reference to the time of day refers to local time for Marysville, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) AUTHORITY and CONSULTANT designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice:

AUTHORITY:

Yuba-Sutter Transit : _____

Marysville, CA 95901

Attn: _____

Tel. No.: _____

Fax. No.: _____

Email: _____

CONSULTANT:

Attn: _____

Tel. No.: _____

Fax. No.: _____

Email: _____

(D) At any time, by providing written notice to the other PARTY, AUTHORITY or CONSULTANT may change the contact information listed in Subparagraph (C) above.

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

14.17. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed in Marysville, California.

AUTHORITY:

By _____
(Name) _____
(Title) _____

Date: _____

CONSULTANT:

By _____
(Name) _____
(Title) _____

Date: _____

APPROVED AS TO FORM	
NAME:	_____
TITLE:	_____
SIGNATURE:	_____
DATE:	_____



Attachment M-Insurance Requirements

Minimum Scope and limit of Insurance – Coverage(s) shall be at least as broad as:

1. “PROFESSIONAL LIABILITY” INSURANCE

- 1.1 Without limiting Consultant’s and Subconsultant’s liability and at its sole expense, Consultant’s and Subconsultant’s shall obtain, pay for, and maintain a Professional Liability insurance policy.
- 1.2 The Professional Liability policy must:
 - A. Include “errors and omissions” coverage or “malpractice” coverage; Afford “practice specific” or “project specific” coverage;
 - B. Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
 - C. Cover a claim or claims arising out of the performance of professional services by:
 - (1) Consultant’s or Subconsultant(s);
 - (2) Anyone whom Consultant or its Subconsultant(s) directly or indirectly employs or uses; or
 - (3) Anyone whose acts Consultant or its Subconsultant(s) may be liable; and
 - D. Provide coverage for:
 - (1) The duration of this Agreement; and
 - (2) At least three (3) years after the Project’s completion:
 - a. Consultant shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow Authority to report a claim— for a period of not less than three (3) years following the initial policy’s expiration, or following the Authority’s recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
 - b. Consultant shall obtain, pay for, and maintain successive renewal

or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy’s expiration, or following Authority’s recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Agreement’s Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

- 1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to Authority’s review and approval, in its sole discretion.
- 1.4 Consultant shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

2. **“WORKERS’ COMPENSATION” INSURANCE**

- 2.1 At its own expense, Consultant shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:
 - A. Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
 - B. Employer’s Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.
- 2.2 Consultant’s and Subconsultant’s shall provide Authority with a “*certificate of insurance*”— on a form satisfactory to the Authority Attorney or Authority’s Risk Manager, and signed by the insurance carrier or its authorized representative—which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.
- 2.3 Authority shall not be liable to Consultant’s and Subconsultant’s personnel, or anyone Consultant’s and Subconsultant’s directly or indirectly employs or uses, for a claim at law or in equity arising out of Consultant’s and Subconsultant’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

3. **“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE**

- 3.1 At its own expense, Consultant shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an *occurrence* basis to fully protect Consultant and Authority from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the Authority and its officers, agents, employees, and representatives (collectively, “AUTHORITY AND ITS REPRESENTATIVES”) as *additional insureds*.
- 3.2 Coverage afforded to AUTHORITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to Consultant. If Consultant has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to AUTHORITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:
- A. ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
 - B. ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
 - C. ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
 - D. TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.
- 3.3 The liability insurance must include all major divisions of coverage and must cover:
- A. Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
 - B. Independent Contractors’ Protective Liability;
 - C. Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
 - D. Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
 - E. Contractual Liability; and
 - F. Broad Form Property Damage.
- 3.4 Consultant shall provide Authority with a “*certificate of insurance*” an “*additional insured endorsement*” and a “*waiver of subrogation*”— on forms satisfactory to the Authority Attorney or Authority’s Risk Manager, and signed by the insurance carrier or its authorized

representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

3.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The Yuba-Sutter Transit Authority, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the Yuba-Sutter Transit Authority. The Yuba-Sutter Transit Authority’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the Yuba-Sutter Transit Authority for any policy cancellation, termination, non-renewal, or reduction in coverage.”

4. **GENERAL REQUIREMENTS**

4.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- A. It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- B. It must be domiciled within, and organized under the laws of, a State of the United States; and
- C. It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

4.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, Consultant shall submit to Authority— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

4.3 A deductible or self-insured retention is subject to the Authority’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- A. The amount of the deductible, or self-insured retention, or both;
- B. Whether a limit of insurance has been lowered by any pending or paid claim; and
- C. The current limit amount, as lowered by the pending or paid claim.

4.4 Despite any conflicting or contrary provision in Consultant’s insurance policy:

- A. If Consultant’s insurance company adds Authority, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of Authority, or its representatives, or both, that insurer shall:

- (1) Pay those sums that Authority, or its representatives, or both, become legally obligated to pay as damages; and
- (2) Defend— and pay the costs of defending— Authority, or its representatives, or both;

- B. Consultant's insurance is primary;
- C. Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to the Authority, or its representatives, or both, is excess over Consultant's insurance;
- D. Authority's insurance, or self-insurance, or both, will not contribute with Consultant's insurance policy;
- E. Consultant and Consultant's insurance company waive— and shall not exercise— any right of recovery or subrogation that Consultant or the insurer may have against the Authority, or its representatives, or both;
- F. Consultant's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- G. Consultant's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- H. Authority is not liable for a premium payment or another expense under Consultant's policy.

4.5 At any time during the duration of this Agreement, Authority may do any one or more of the following:

- A. Review this Agreement's insurance coverage requirements; or
- B. Require that Consultant:
 - (1) Obtain, pay for, and maintain more or less insurance depending on Authority's assessment of any one or more of the following factors:
 - a. Authority's risk of liability or exposure arising out of, or in any way connected with, the services of Consultant under this Agreement;
 - b. The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of Consultant under this Agreement; or

- c. The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to Authority; or
 - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to Authority for liability, or costs, or both, that Authority incurs during Authority's investigation, administration, or defense of a claim or a suit arising out of this Agreement.
- 4.6 Consultant shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that Authority specifies for any coverage that Consultant must maintain after the Final Payment.
- 4.7 Consultant's insurance company or self-insurance administrator shall mail Authority written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.
- 4.8 Consultant shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, Consultant shall deliver to Authority evidence of the required coverage as proof that Consultant's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.
- 4.9 At any time, upon Authority's request, Consultant shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Consultant's self-insurance program— all in a form and content acceptable to the Authority Attorney or Authority's Risk Manager.
- 4.10 If Consultant hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on Consultant's behalf, Consultant shall ensure that the Subconsultant:
 - A. Meets, and fully complies with, this Agreement's insurance requirements;
 - B. Delivers to Authority— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
 - C. Furnishes Authority, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for Authority's review, or approval, or both.
- 4.11 Consultant's failure to comply with an insurance provision in this Agreement constitutes a breach upon which Authority may immediately terminate or suspend Consultant's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, Authority may obtain or renew the insurance, and Authority may

pay all or part of the premiums. Upon demand, Consultant shall repay Authority for all sums or monies that Authority paid to obtain, renew, or reinstate the insurance, or Authority may offset the cost of the premium against any sums or monies that Authority may owe Consultant.

5. **CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

5.1 Consultant shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When Consultant signs and delivers the Agreement to AUTHORITY, Consultant also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require Consultant to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A Waiver of Subrogation endorsement for Commercial General Liability coverage or Businessowners Liability coverage, unless this Agreement does not require Consultant to obtain and maintain Commercial General Liability coverage or Businessowners Liability coverage;
- (D) A "certificate of insurance" for Workers' Compensation insurance; or

If Consultant is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or

If Consultant is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form; and

A complete copy of Consultant's Professional Liability insurance policy, including all forms and endorsements attached to it.

5.2 Authority will neither sign this Agreement nor issue a "Notice to Proceed" until the Authority Attorney or Authority's Risk Manager has reviewed and approved the insurance documents. Authority's decision as to the acceptability of all insurance documents is final. Unless Consultant obtains Authority's written approval, Authority will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

6. **INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

6.1 This Agreement's insurance provisions:

- A. Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

- B. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

Deductibles and Self-Insured Retentions

Contractor shall disclose to and obtain the approval of Authority for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of the Contract. Further, if the Contractor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by the contract so as to not prevent any of the parties to the contract from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Authority is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

6.2 Proof of Insurance

Prior to the Authority's issuance of a contract, the Contractor must furnish to the Authority a **Certificate of Insurance** which shall certify the Contractor's insurance policy adequately covers the above listed requirements. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Documents may be delivered or mailed to said office by the provider. Language on the certificate and applicable endorsements shall confirm the following:

- 6.21 The required parties are designated as an additional insured on the Insurance described hereinabove.
- 6.22 The coverage shall be primary as to any other insurance with respect to performance hereunder.
- 6.23 Thirty (30) days written notice of cancellation or material change to Authority.

Attachment N: Yuba-Sutter Transit On-Demand/Dial-A-Ride Fleet

DIAL-A-RIDE AND ON-DEMAND REVENUE VEHICLES									
Bus #	Year	Make	Model	Engine Type	GVWR	Seating Capacity	Mileage 12/31/23	Length (ft)	Lift Position
1681	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	14,200	16/2	216,317	25	Rear Lift
1682	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	14,200	16/2	208,992	25	Rear Lift
1683	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	14,200	16/2	236,192	25	Rear Lift
1684	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	14,200	16/2	191,258	25	Rear Lift
1685	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	14,200	16/2	227,230	25	Rear Lift
1686	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	14,200	16/2	219,413	25	Rear Lift
1690	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	79,013	24	Rear Lift
1691	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	79,985	24	Rear Lift
1692	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	81,779	24	Rear Lift
1693	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	74,500	24	Rear Lift
1694	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	87,846	24	Rear Lift
1695	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	82,740	24	Rear Lift
1696	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	78,364	24	Rear Lift
1697	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	82,543	24	Rear Lift
1698	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	80,307	24	Rear Lift
1699	2019	Ford/Glaval	Universal	6.8L/V-10 Gasoline	14,500	16/2	77,868	24	Rear Lift
1214	2023	New England Wheels	Frontrunner	3.6L Pentastar/Gas	9,350	12/2	943	23	Front Ramp
1215	2023	New England Wheels	Frontrunner	3.6L Pentastar/Gas	9,350	12/2	955	23	Front Ramp
1216	2023	New England Wheels	Frontrunner	3.6L Pentastar/Gas	9,350	12/2	962	23	Front Ramp
1217	2023	New England Wheels	Frontrunner	3.6L Pentastar/Gas	9,350	12/2	944	23	Front Ramp
1218	2023	New England Wheels	Frontrunner	3.6L Pentastar/Gas	9,350	12/2	951	23	Front Ramp
1219	2023	New England Wheels	Frontrunner	3.6L Pentastar/Gas	9,350	12/2	968	23	Front Ramp