



## MEETING NOTICE & AGENDA

**DATE:** Thursday, December 21, 2017

**TIME:** 4:00 P.M.

**PLACE:** Yuba County Board of Supervisors Chambers  
Yuba County Government Center  
915 8<sup>th</sup> Street  
Marysville, California

### I. Call to Order & Roll Call

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

### II. Public Business from the Floor

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

### III. Consent Calendar

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

- A. Minutes from the Meeting of November 16, 2017. (Attachment)
- B. Disbursement List for November 2017. (Attachment)
- C. Monthly Performance Report for November 2017. (Attachment)

### IV. Reports

- A. **Revised Transportation Development Act (TDA) Claim for FY 2018.** Authorization consideration of a State Transit Assistance (STA) funding claim for FY 2018. (Attachment)

RECOMMENDATION: Adopt Resolution No. 12-17 authorizing the submittal of a revised TDA claim for FY 2018 as proposed or amended.

- B. **Feather River Air Quality Management District (FRAQMD) AB 2766 Grant Amendment.** Extension of the 2017 Discount Monthly Pass Program through February 2018. (Attachment)

RECOMMENDATION: Authorize execution of Amendment #1 to Grant Agreement #VF16-03 as submitted.

- C. **Bus Stop Enhancement Project.** (Attachment)

RECOMMENDATION: Authorize solicitation and selection of a qualified contractor for the completion of specified concrete work as proposed.

**D. Request for Proposals (RFP) for On-Going Computer Support Services.** (Attachment)

RECOMMENDATION: Authorize the release of a computer support RFP as proposed or amended.

**E. San Joaquin Joint Powers Authority (SJJPA) and San Joaquin Regional Rail Commission (SJRRC) Grant Application Letter of Support.** Consideration of support for a Transit and Intercity Rail Capital Program (TIRCP) grant application for enhanced passenger rail service. (Attachment)

RECOMMENDATION: Authorize execution of a letter of support as proposed.

**F. Project & Program Updates.**

1. Route 1 Corridor Enhancement Plan Workshop #2 (Tentatively January 18, 2018)
2. Connect Card Implementation
3. Christmas & New Year's Holiday Office Schedule

RECOMMENDATION: Information only.

**V. Correspondence/Information**

**VI. Other Business**

**VII. Adjournment**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, JANUARY 18, 2018  
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

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

**AGENDA ITEM III – A**

**YUBA-SUTTER TRANSIT AUTHORITY  
MEETING MINUTES  
NOVEMBER 16, 2017**

**I. Call to Order & Roll Call**

Director Whitmore as the Vice-Chair called the meeting to order at 4:00 p.m.

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

Absent: Didbal (Chair), Fletcher and Pedigo

**II. Public Business from the Floor**

None

**III. Consent Calendar**

Director Whiteaker made a motion to approve the consent calendar. Director Cardoza seconded the motion and it carried unanimously.

**IV. Reports**

**A. Commuter Bus Purchase Contract Award.**

Martin stated that the Board authorized a joint purchase agreement with the City of Fairfield and the El Dorado County Transit Authority in June 2016 for replacement commuter buses and proposals were received in June 2017 from two manufacturers – Motor Coach Industries (MCI) and Prevost Car (Prevost). Based on the review of the two proposals, staff is now recommending the award of a purchase contract to MCI for seven commuter buses at a base price of \$492,640 each plus selected options and applicable sales tax. The budget for this fully funded project is based on a maximum cost of \$625,000 for each bus for a total project cost not to exceed \$4,375,000. Martin continued to state that this same recommendation has already been approved by the other two partners on this procurement and that this purchase would complete the long-planned replacement of Yuba-Sutter Transit's commuter buses with an all MCI fleet.

Director Sullenger inquired as to the trade-in value of the buses being replaced. Martin responded that they are typically around \$1,000 and that staff will be coming back to the Board when the new buses have been delivered with a recommendation to declare the old buses to be surplus at which time we will notify interested parties of their availability.

Director Leahy made a motion to authorize the execution of a purchase agreement with MCI and the order of seven replacement commuter buses as proposed. Director Whiteaker seconded the motion and it carried unanimously.

**B. State of Good Repair (SGR) Program.**

Martin stated that as discussed at the October meeting, the State of Good Repair (SGR) Program is a new funding source under the recently approved Road Repair and Accountability Act of 2017 (SB 1). It will provide \$105 million annually to transit operators statewide for eligible transit maintenance, rehabilitation and capital projects. The initial list of projects is due to SACOG by December 21, 2017 to meet the Caltrans submittal deadline of January 31, 2018. Based upon the State Controllers funding estimate, Yuba-Sutter Transit will be eligible for \$246,215 for the FY 2018 cycle. Martin added that staff is now recommending the approval of the attached list of projects and the adoption of Resolution No. 11-17 authorizing execution of all SGR related certifications and assurances including designating the Transit Manager as the Authorized Agent.

Director Whiteaker made a motion to approve recommended action. Director Leahy seconded the motion and it carried unanimously.

**C. First Quarter Performance Report For FY 2017-18.**

Martin summarized the report by stating that the quarter extended a negative two year trend of ridership and revenue reductions though the good news is that the year-over-year reductions are smaller than in the past. Martin noted that such reductions are common statewide. After an inquiry as to what may be causing these reductions, Martin responded that the exact cause is uncertain and probably varies by service. While the Sacramento service has been impacted by low fuel prices, lack of local population growth and move of state agencies out of the downtown, local fixed route ridership has been impacted by recent service and policy changes, growth in the local economy service quality problems.

**D. Project & Program Updates.**

1. Sikh Parade Shuttle Report

Martin provided a brief slide show of pictures of lines of passengers boarding shuttle buses during the 2017 Sikh Parade. Martin noted that wait times were reported at 30 – 45 minutes during the peak which is much longer than was experienced last year due to less buses being used due to staffing and maintenance issues as well as problems controlling traffic and access along the shuttle route. Martin stated that we operated 230 hours of service for the shuttle with up to 22 buses to provide an estimated 25,000 passenger boardings. The shuttle was scheduled to operate from 8:00 a.m. to 6:00 p.m., but the first bus left River Valley High School at 7:40 a.m. and the last bus left the Temple stop at 6:30 p.m.

Director Cardoza noted that maybe we need to increase the number of buses operated. In response, Martin stated that we might be able to squeeze a few more buses into service, but that we are limited by the number of buses and operating personnel available as we essentially reached operated at our practical capacity limit over the last few years.

Director Whiteaker stated that the Sikh community is very appreciative of this service. He continued to state that the Temple board will need to find help elsewhere if they want to significantly increase the number of buses since Yuba-Sutter Transit is maxed out.

2. FRAQMD Finance Committee Project Recommendations

Martin stated that the FRAQMD Finance Committee is recommending that the existing Discount Pass Program be extended through March 2019 and that the current program grant be extended through February 2018. He added that the committee is also recommending a continuation of the \$10,000 grant to supplement the Live Oak service, but that staff pulled the \$12,000 bus stop enhancement grant from consideration because the total value of the grant applications exceeded the amount of funding available for allocation. Noting that the FRAQMD Board would be receiving these recommendations at their December 4, 2017 meeting, Martin asked for the support of those Board members who also sit on that Board.

3. Upcoming Holiday Office Schedule

Martin stated that the Administrative Office would be closed on Thanksgiving Day and the day after Thanksgiving. He also noted that there would be no service on Thanksgiving Day, but that all service would operate as scheduled on the day after except for the Sacramento service.

**V. Correspondence/Information**

None

**VI. Other Business**

None

**VIII. Adjournment**

The meeting was adjourned at 4:32 p.m.

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, DECEMBER 21, 2017  
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

**AGENDA ITEM III-B  
YUBA-SUTTER TRANSIT  
DISBURSEMENT LIST  
MONTH OF NOVEMBER 2017**

| CHECK NO. | AMOUNT               | VENDOR                               | PURPOSE                                |
|-----------|----------------------|--------------------------------------|--|
| EFT       | \$ 7,745.35          | PERS HEALTH                          | HEALTH INSURANCE                       |
| EFT       | \$ 1,596.38          | PRINCIPAL MUTUAL LIFE INSURANCE      | L/D/LTD INSURANCE                      |
| EFT       | \$ 244.85            | CALIFORNIA WATER SERVICE             | WATER                                  |
| EFT       | \$ 38.04             | CALIFORNIA WATER SERVICE             | FIRE SUPPRESSION                       |
| EFT       | \$ 688.41            | PG&E                                 | ELECTRIC                               |
| EFT       | \$ 2,181.62          | PG&E                                 | ELECTRIC #2                            |
| EFT       | \$ 65.33             | PG&E                                 | GAS                                    |
| EFT       | \$ 201.53            | ATT - SECURITY LINE                  | SECURITY LINE - NOVEMBER               |
| EFT       | \$ 84.00             | AT&T - UVERSE                        | INTERNET NOVEMBER                      |
| EFT       | \$ 800.82            | TPX COMMUNICATIONS                   | TELEPHONE NOVEMBER                     |
| EFT       | \$ 112.70            | UTILITY MANAGEMENT SERVICES          | SEWER                                  |
| EFT       | \$ 300.00            | CALPERS 457 PLAN                     | EMPLOYER CONTRIBUTION                  |
| EFT       | \$ 554.57            | CARDMEMBER SERVICES                  | RABOBANK CREDIT CARD                   |
| EFT       | \$ 400.00            | FRANCOYTP-POSTALIA, INC.             | POSTAGE RESET                          |
| EFT       | \$ 92.49             | ELAVON                               | MERCHANT SERVICE FEE - NOVEMBER        |
| EFT       | \$ 146.15            | PRIMEPAY                             | PAYROLL FEE                            |
| EFT       | \$ 32,432.26         | PAYROLL                              | PAYROLL                                |
| 15764     | \$ 288.63            | ADVANCED DOCUMENT CONCEPTS           | COPY MACHINE SEPTEMBER                 |
| 15765     | \$ 3,805.33          | AECOM TECHNICAL SERVICES, INC.       | CORRIDOR ENHANCEMENT PROJECT           |
| 15766     | \$ 175.00            | ALL SEASONS TREE & TURF CARE         | LANDSCAPING MAINTENANCE - OCTOBER      |
| 15767     | \$ 75.00             | ANDERSON'S AUTOMATIC GATE SERVICE    | SERVICE CALL ON GATE                   |
| 15768     | \$ 2,570.94          | FM GRAPHICS, INC.                    | TICKET SHEET PRINTING                  |
| 15769     | \$ 34,315.03         | HUNT & SONS INC.                     | BUS FUEL                               |
| 15770     | \$ 310.59            | QUILL CORPORATION                    | JANITORIAL SUPPLIES                    |
| 15771     |                      | VOID                                 |  |
| 15772     | \$ 1,100.00          | R.C. JANITORIAL SERVICE              | JANITORIAL SERVICE                     |
| 15773     | \$ 1,570.93          | REI, INC.                            | HARD DRIVES FOR VIDEO SYSTEM           |
| 15774     | \$ 275.00            | SACRAMENTO REGIONAL TRANSIT          | BUS PASSES                             |
| 15775     | \$ 446.97            | STANLEY SECURITY SOLUTIONS, INC.     | SECURITY SERVICES                      |
| 15776     | \$ 179.98            | STAPLES CREDIT PLAN                  | OFFICE SUPPLIES                        |
| 15777     | \$ 141.42            | SUTTER COUNTY LIBRARY                | OCTOBER COMMISSIONS                    |
| 15778     | \$ 445,172.66        | TRANSDEV SERVICES, INC.              | CONTRACT SERVICES - SEPTEMBER          |
| 15779     | \$ 35.93             | AT&T                                 | FIRE LINE                              |
| 15780     | \$ 350.00            | ACTION FENCE                         | REMOVE & REPLACE DAMAGED BUS POST      |
| 15781     | \$ 153.77            | ADVANCED DOCUMENT CONCEPTS           | COPY MACHINE OCTOBER                   |
| 15782     | \$ 175.00            | ALL SEASONS TREE & TURF CARE         | LANDSCAPING MAINTENANCE - NOVEMBER     |
| 15783     | \$ 2,535.58          | CONNECT CARD REGIONAL SERVICE CENTER | CONNECT CARD SALES                     |
| 15784     | \$ 50.00             | DALE WHITMORE                        | BOARD MEETING 11/16                    |
| 15785     | \$ 450.00            | DIGITAL DEPLOYMENT                   | WEB SERVICES - NOVEMBER                |
| 15786     | \$ 18,628.33         | FLYERS ENERGY                        | BUS FUEL                               |
| 15787     | \$ 168.87            | FRANCOYTP-POSTALIA, INC.             | POSTAGE MACHINE RENTAL                 |
| 15788     | \$ 17,543.14         | HUNT & SONS INC.                     | BUS FUEL                               |
| 15789     | \$ 50.00             | JIM WHITEAKER                        | BOARD MEETING 11/16                    |
| 15790     | \$ 50.00             | MANNY CARDOZA                        | BOARD MEETING 11/16                    |
| 15791     | \$ 50.00             | MICHAEL LEAHY                        | BOARD MEETING 11/16                    |
| 15792     | \$ 1,059.77          | QU. EST                              | MAINTENANCE OF BUS STOPS/SHELTERS      |
| 15793     | \$ 814.84            | QUICK'S GLASS SERVICE                | REPLACED GLASS AT PLUMAS LAKE P&R      |
| 15794     | \$ 50.00             | RON SULLENGER                        | BOARD MEETING 11/16                    |
| 15795     | \$ 45.00             | SHELBY'S PEST CONTROL                | PEST CONTROL                           |
| 15796     | \$ 50.00             | STEPHANIE MCKENZIE                   | BOARD MEETING 11/16                    |
| 15797     | \$ 169.08            | SUTTER COUNTY LIBRARY                | CONNECT CARD/PAPER PASSES COMMISSION   |
| 15798     | \$ 685.00            | TECHNOLOGY UNLIMITED INC.            | COIN COUNTER SERVICE AGREEMENT         |
| 15799     | \$ 12,421.02         | TRANSDEV SERVICES, INC.              | SIKH PARADE - OUT OF CONTRACT EXPENSES |
| 15800     | \$ 384.29            | U.S. BANK EQUIPMENT FINANCE          | COPIER LEASE                           |
| 15801     | \$ 62.46             | VERIZON                              | CONNECT CARD WIRELESS                  |
|           | <b>\$ 594,094.06</b> |                                      |  |

**LAIF  
TRANSFERS**

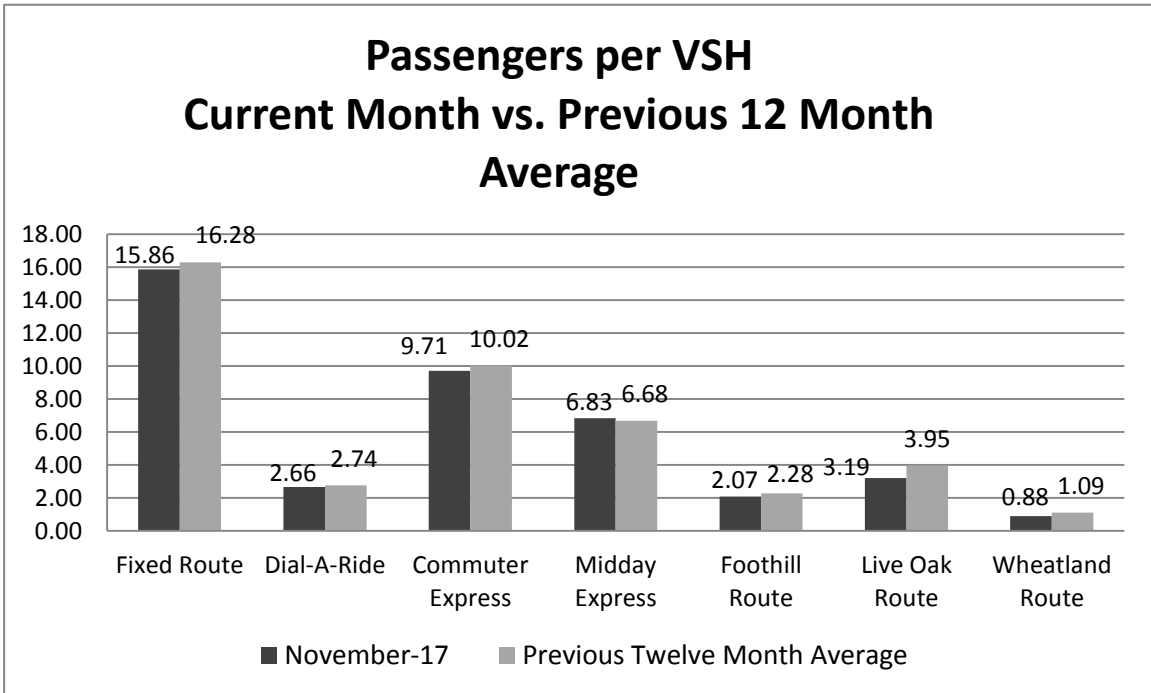
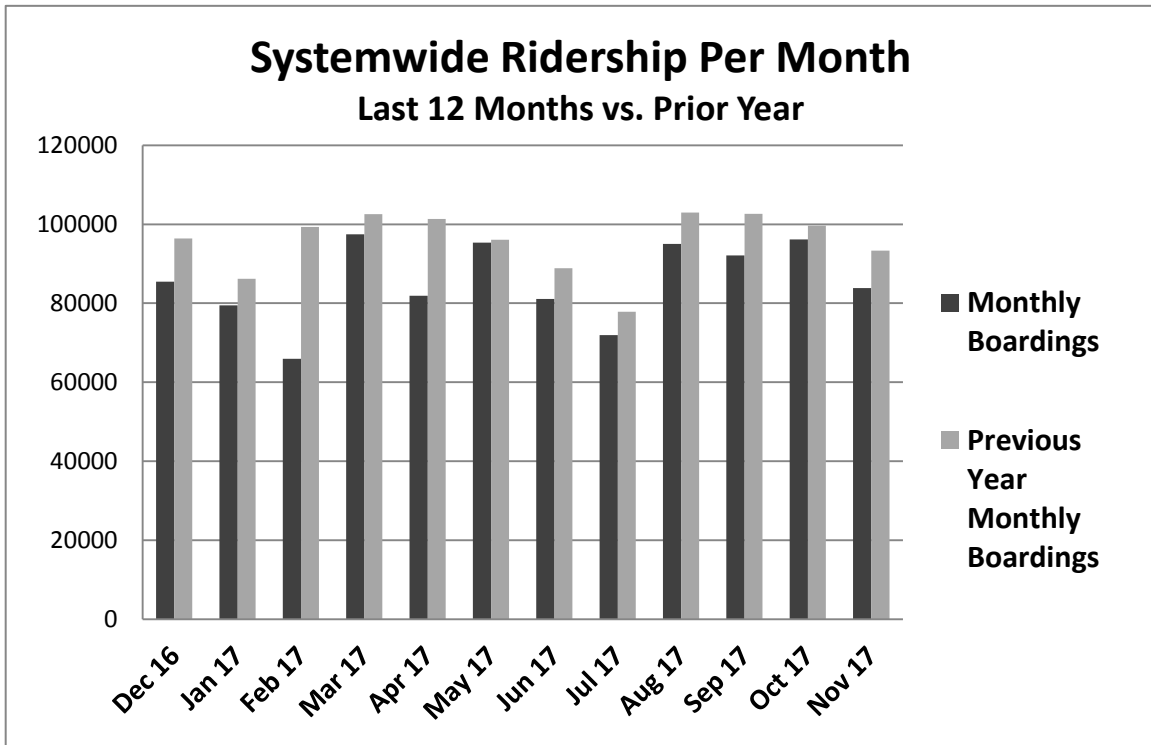
11/6/2017 \$ 500,000.00 TRANSFER TO CHECKING

## AGENDA ITEM III - C

### NOVEMBER 2017 PERFORMANCE REPORT

| <b>Ridership:</b>                | <b>November-17</b> | <b>Previous Twelve<br/>Month Average</b> | <b>Fiscal YTD</b> | <b>Previous<br/>Fiscal YTD</b> |
|----------------------------------|--------------------|--|-------------------|--------------------------------|
| Fixed Route                      | 68,034             | 69,291                                   | 353,551           | 389,594                        |
| Dial-A-Ride                      | 5,427              | 5,656                                    | 28,694            | 28,805                         |
| Commuter Express                 | 8,975              | 9,788                                    | 49,004            | 49,981                         |
| Midday Express                   | 993                | 1,026                                    | 5,225             | 5,332                          |
| Foothill Route                   | 177                | 184                                      | 898               | 725                            |
| Live Oak Route                   | 240                | 283                                      | 1,469             | 1,759                          |
| Wheatland Route                  | 34                 | 42                                       | 234               | 312                            |
| <b>Total Ridership:</b>          | <b>83,880</b>      | <b>86,269</b>                            | <b>439,075</b>    | <b>476,508</b>                 |
| <b>Vehicle Service Hours:</b>    |                    |  |                   |                                |
| Fixed Route                      | 4,290.38           | 4,255.19                                 | 21,698.28         | 21,686.83                      |
| Dial-A-Ride                      | 2,042.56           | 2,061.07                                 | 10,672.73         | 10,392.74                      |
| Commuter Express                 | 924.67             | 976.83                                   | 4,922.49          | 4,871.92                       |
| Midday Express                   | 145.42             | 153.45                                   | 795.42            | 766.73                         |
| Foothill Route                   | 85.32              | 80.87                                    | 395.82            | 411.03                         |
| Live Oak Route                   | 75.13              | 71.56                                    | 372.60            | 375.76                         |
| Wheatland Route                  | 38.63              | 38.36                                    | 202.14            | 206.94                         |
| <b>Total VSH's:</b>              | <b>7,602.11</b>    | <b>7,637.32</b>                          | <b>39,059.48</b>  | <b>38,711.95</b>               |
| <b>Passengers Per Hour:</b>      |                    |  |                   |                                |
| Fixed Route                      | 15.86              | 16.28                                    | 16.29             | 17.96                          |
| Dial-A-Ride                      | 2.66               | 2.74                                     | 2.69              | 2.77                           |
| Commuter Express                 | 9.71               | 10.02                                    | 9.96              | 10.26                          |
| Midday Express                   | 6.83               | 6.68                                     | 6.57              | 6.95                           |
| Foothill Route                   | 2.07               | 2.28                                     | 2.27              | 1.76                           |
| Live Oak Route                   | 3.19               | 3.95                                     | 3.94              | 4.68                           |
| Wheatland Route                  | 0.88               | 1.09                                     | 1.16              | 1.51                           |
| <b>Total Passengers Per VSH:</b> | <b>11.03</b>       | <b>11.30</b>                             | <b>11.24</b>      | <b>12.31</b>                   |

## NOVEMBER 2017 PERFORMANCE REPORT





AGENDA ITEM IV – A  
STAFF REPORT

**REVISED TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM FOR FY 2018**

The State Transportation Development Act (TDA) includes both the Local Transportation Fund (LTF) and the State Transit Assistance (STA) revenue sources for transit and transportation uses. The adopted Yuba-Sutter Transit budget assumes the use of \$2,500,000 in LTF revenue and \$1,222,747 in STA revenue for FY 2018. All of the LTF revenue and \$755,000 of the STA revenue has been programmed for operating assistance. The remaining \$467,747 in STA funding has been programmed for a combination of current and future year capital expenditures. On June 15, 2017, the Yuba-Sutter Transit Board of Directors authorized the submittal of a claim for the LTF portion of these funds which has since been approved by the Sacramento Area Council of Governments (SACOG). The authorization request for the STA portion of these funds was deferred pending the release of a revised annual STA apportionment that had been delayed to account for anticipated changes in this revenue source resulting from the passage of Senate Bill (SB) 1. The revised STA apportionment for FY 2018 has since been released and staff is now requesting authorization to submit a revised TDA claim to SACOG to include STA.

STA revenue is the single source of on-going State transit funding which has historically been Yuba-Sutter Transit's primary source of funding for capital projects especially for local matching funds for Federal capital grants. STA funds that are apportioned to Yuba-Sutter Transit and the member jurisdictions are available only for public transportation purposes and they are claimed in their entirety by Yuba-Sutter Transit. These funds can be used for both capital and operating assistance though specific eligibility criteria must normally be met to use them for operations without restriction. In just the last eight years, STA funding has been eliminated once, restored once and significantly reworked three times – most recently by SB 1. Effective November 1, 2017, SB 1 resulted in a significant increase in STA funding through an increase in the sales tax on diesel and a portion of an increase in vehicle registration fees.

Yuba-Sutter Transit's total FY 2018 STA apportionment has been set by SACOG at \$1,099,420. To illustrate the recent volatility of this critical funding source and the impact of SB 1, Yuba-Sutter Transit received \$1,050,615 from this funding source in FY 2015, \$932,162 in FY 2016 and just \$476,373 in FY 2017. Should SB 1 continue and not be repealed, the STA apportionment should be even greater in FY 2019 and beyond due to twelve months of funding. The shortfall in funding between the budgeted amount of STA revenue for FY 2018 and the actual apportionment will be made up through the programmed use of deferred prior year STA funding that had been accumulated for capital expenditures.

It should be noted that a portion of the STA funding to be claimed for FY 2018 is derived from apportionments to the Cities of Live Oak (\$51,886) and Wheatland (\$20,870) that will be used to support the operation of contract services that Yuba-Sutter Transit provides under 2008 Memorandums of Understanding with each of these non-member jurisdictions. Due to recent reductions in STA funding, the accumulated reserve balances for both cities had dropped significantly following the 2015 expansion of both services through FY 2017, but the infusion of

revenue from SB 1 provides immediate security for both of these services for FY 2018. The future use of STA funds for operations will always be an annual decision, but because diesel consumption is subject to significant fluctuation from year to year staff will continue to be cautious regarding the allocation of these funds for operating purposes especially given the current efforts to repeal SB 1.

Staff will be prepared to discuss the proposed revised TDA claim in more detail at the Board meeting.

**RECOMMENDED:** Adopt Resolution No. 12-17 authorizing the submittal of a revised TDA claim for FY 2018 as proposed or amended.

**YUBA-SUTTER TRANSIT AUTHORITY  
RESOLUTION NO. 12-17**

**REVISED FISCAL YEAR 2017/2018  
TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM AUTHORIZATION**

*WHEREAS, The Sacramento Area Council of Governments (SACOG) has approved allocations of Local Transportation Development Act (TDA) revenues for the Local Transportation Fund (LTF) and State Transit Assistance (STA) programs for FY 2017/2018 for the Counties of Yuba and Sutter; the Cities of Marysville and Yuba City; and, the Yuba-Sutter Transit Authority; and,*

*WHEREAS, SACOG has designated Yuba-Sutter Transit as the Consolidated Transportation Services Agency (CTSA) for Yuba and Sutter Counties and the cities therein; and,*

*WHEREAS, Yuba-Sutter Transit has been designated by the Cities of Live Oak and Wheatland as the claimant for all State Transit Assistance (STA) funds available to these non-member jurisdictions; and,*

*WHEREAS, The Yuba-Sutter Transit Board of Directors has adopted a budget for FY 2017/2018 that includes a total of \$2,500,000 in Local Transportation Fund (LTF) for operating purposes and \$1,000,000 in State Transit Assistance (STA) revenues with \$755,000 to be used for operating purposes with the remainder to be used for capital purposes; and,*

*WHEREAS, The Board of Directors, pursuant to the provisions of the Yuba-Sutter Transit Joint Powers Agreement, has adopted the annual apportionment of LTF contributions between the member jurisdictions for FY 2017/2018 in the following amounts: City of Marysville - \$187,753; City of Yuba City - \$1,420,869 County of Yuba - \$731,047 and, County of Sutter - \$160,331; and,*

*WHEREAS, The Yuba-Sutter Transit Board of Directors authorized a claim by Yuba-Sutter Transit for the above amounts of both LTF and STA revenue for submittal to SACOG; and,*

*WHEREAS, Yuba-Sutter Transit previously submitted a claim to SACOG that was subsequently approved for \$2,500,000 in LTF funds; and,*

*WHEREAS, SACOG has since determined there that there is an allocated and unclaimed balance of \$1,099,420 in STA funds for the current year for the Cities of Live Oak and Wheatland and Yuba-Sutter Transit in the following amounts: Live Oak - \$51,886; Wheatland - \$20,870; and Yuba-Sutter Transit - \$1,026,664.*

*NOW, THEREFORE, BE IT RESOLVED that the Yuba-Sutter Transit Authority Board of Directors does hereby authorize the submittal to SACOG of a revised TDA claim for a maximum of \$2,500,000 in LTF revenue and \$1,099,420 in STA revenue for FY 2017/2018 by the following vote:*

*Ayes:*

*Noes:*

*THE FOREGOING RESOLUTION WAS DULY AND REGULARLY INTRODUCED, PASSED AND ADOPTED BY THE YUBA-SUTTER TRANSIT AUTHORITY AT A REGULAR MEETING HELD ON DECEMBER 21, 2017.*

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*Chairman of the Board*

*ATTEST:*

*Sandra Anderson  
Secretary to the Board*

*P:/common/resolutions/TDA REVISED FY18 RES 12-17.doc*

AGENDA ITEM IV – B  
STAFF REPORT

**FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT (FRAQMD)  
AB 2766 GRANT AMENDMENT**

Attached for Board review and approval consideration is an amendment to Feather River Air Quality Management District (FRAQMD) Grant Agreement #VF16-03 that would extend the 2017 Discount Monthly Pass Program by up to two months through February 28, 2018. Without this amendment, the 2017 program would otherwise end on December 31, 2017 with a balance of unused funds. The FRAQMD Board of Directors authorized this amendment on December 4<sup>th</sup> to allow these funds to be carried over to 2018. This is a standard FRAQMD grant amendment and it will have been reviewed by legal counsel prior to the meeting.

This agreement amendment is part of a two year process to shift the start of the annual Discount Monthly Pass Program from January 1<sup>st</sup> to April 1<sup>st</sup> of each year to better match the lead time required to implement fare changes in the electronic Connect Card system. The 2018 Discount Monthly Pass Program, which will extend through March 2019, has also been approved by FRAQMD and that grant agreement will be presented for Board consideration at the January meeting.

Staff is now requesting authorization to execute the attached grant amendment as submitted. Staff and counsel will be prepared at the meeting to discuss this amendment in detail.

**RECOMMENDATION:** Authorize execution of Amendment #1 to Grant Agreement #VF16-03 as submitted.

**FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT  
AMENDMENT TO AGREEMENT FOR USE OF MOTOR VEHICLE REGISTRATION  
SURCHARGE FEES**

**AGREEMENT NUMBER VF16-03**

**THE FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT AGREEMENT FOR USE OF MOTOR VEHICLE REGISTRATION SURCHARGE FEES - NUMBER VF16-03** (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, by and between the FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT, a body corporate and politic and a public agency of the State of California, and the Yuba-Sutter Transit Authority is hereby amended as follows:

Section A of the Agreement is deleted in its entirety and replaced with the following effective the date last signed below:

Participant proposes the 2017 Discount Monthly Bus Pass Program, which will continue the Discount Monthly Bus Pass Program for area youth, seniors, and persons with disabilities through February 2018.

Section 4 of the Agreement is deleted in its entirety and replaced with the following effective the date last signed below:

Participant shall submit a final "Project Evaluation" report that details the results of the 2017 Discount Monthly Bus Pass Program as further described in said Exhibit A, with the final invoice, within 90 days of project completion, but no later than June 30, 2018.

Section 6 of the Agreement is deleted in its entirety and replaced with the following effective the date last signed below:

Participant shall complete the work described in paragraph 2 by February 28, 2018. If all or a portion of the work described in paragraph 2 is not complete, the funding allocated to the incomplete portion shall revert back to the FRAQMD on July 1, 2018. Further, the participant shall refund to FRAQMD any funds paid hereunder which are not expended solely for the work described in paragraph 2, together with accrued interest, within 30 days of FRAQMD's written demand therefore.

All other terms and conditions of the Agreement shall remain in full force and effect.

In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, it shall be resolved such that the provisions of this Amendment shall control in all respects.

\_\_\_\_\_  
Keith Martin, Transit Manager  
YSTA

\_\_\_\_\_  
Christopher D. Brown, AICP, APCO  
FRAQMD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
FRAQMD Legal Counsel

AGENDA ITEM IV – C  
STAFF REPORT

**BUS STOP ENHANCEMENT PROJECT**

Yuba-Sutter Transit has been working in partnership with the Yuba County Department of Public Works and the Olivehurst Public Utility District (OPUD) for some time now to orchestrate improvements at a number of bus stop locations in Linda and Olivehurst. These projects are being funded through a series of grants under the Federal Transit Administration (FTA) Section 5307 and Section 5317 programs; the State Low Carbon Transit Operations Program (LCTOP); and, the Sacramento Metropolitan Air Quality Management District (SMAQMD).

Attached for Board review and approval consideration is a draft Request for Quotes (RFQ) for specified concrete work at three bus stops to allow for the future installation of bus stop benches and/or bus stop shelters. Authorization will be requested at a future meeting for the purchase and installation of bus stop furnishings for these locations as well as for other locations where new concrete work is not required. The ultimate scope of that request will be determined based on the outcome of ongoing discussions with Yuba-Sutter Transit's advertising contractor. If authorized as requested, this phase of bus stop enhancements is expected to be completed in the second quarter of 2018. Another phase of bus stop enhancement recommendations is expected to result from the Route 1 Corridor Enhancement Plan that is now scheduled for completion in the spring.

The first location where new concrete work is proposed is on the southeast corner of Evelyn Drive and Martel Drive in the Johnson Park neighborhood of Olivehurst. Yuba-Sutter Transit has a use agreement with OPUD for a portion of this vacant lot to install a large concrete pad and shelter to accommodate the large number of students that use this stop. The second is on the northeast corner of North Beale Road and Woodland Drive in front of College Villa Market where staff is proposing to expand the existing sidewalk and pad to the east to accommodate a new bus stop shelter. The third site is for a new bus stop on the southwest corner of Olivehurst Avenue and Powerline Road just south of where a new roundabout is soon to be constructed by Yuba County. As a result of this street project, the current stop in this vicinity is being relocated approximately 200 feet to the south. Encroachment permits have been received from Yuba County for the North Beale Road and Olivehurst Avenue sites.

Staff will be prepared to discuss this issue in more detail at the meeting.

**RECOMMENDATION:**        Authorize the solicitation and selection of a qualified contractor for the completion of specified concrete work as proposed.



## Notice of Request for Quotes (01-2018)

Released December 22, 2017

### YUBA-SUTTER TRANSIT BUS STOP ENHANCEMENT PROJECT

The Yuba-Sutter Transit Authority (Yuba-Sutter Transit) is seeking price quotes from qualified contractors for concrete improvement projects at various locations in Yuba County. The concrete pads to be constructed must comply with ADA. Installation of passenger features such as shelters and benches will be completed under a separate contract and is not part of the scope of this solicitation. The project includes installation of concrete at three locations:

**Location 1** at the southeast corner of Evelyn Drive and Martel Drive, Olivehurst, CA: Install concrete pad with a curb at back of pad to restrict the flow of water and soil onto the concrete pad. The pad will be 25' long by 8' wide with a 2:1 taper on each end that extends beyond the 25 feet. Curb installed at back of pad shall be of sufficient height to restrict water and soil from flowing onto cement pad from adjoining lot. The curb shall slope to ground level as the pad tapers at a ratio of 2:1 towards the back edge of the existing sidewalk (See Appendix A). All necessary grading and site work should be included in the quote. Excess material should be removed from the site as finished grade must allow for the continued mowing of the site.

**Location 2** at College Villa Market located at 1947 N Beale Rd, Linda, CA: Remove existing concrete pad and bench. Extend existing concrete curb, gutter and sidewalk at the existing bus stop 8' feet to the east. Pour a 16' long by 6' wide concrete pad behind the sidewalk to create (including the sidewalk) a 16' long by 10' wide concrete pad for a future bus stop shelter. Newly installed curb shall remain flush with asphalt to eliminate any tripping hazard. Material shall be brought in to backfill around pad to eliminate any drops larger than 4". Work will be done according to the Yuba County Encroachment Permit (See Appendix B), and Encroachment Permit General Provisions (Appendix D).

**Location 3** at 5066 Olivehurst Avenue: Grade and construct a 16' foot long by 6' feet wide concrete pad on Olivehurst Ave behind sidewalk at location indicated on the Yuba County Encroachment Permit (See Appendix C). Repair any damage to irrigation system and backfill around pad as needed. Landscaping shall be brought back to original form. Finished grade shall conform to landscaping and back of pad eliminating any drop offs larger than 4" (See Appendix C).



## Conditions

All work is to be completed by April 30, 2018. Extension may be granted only due to weather delays.

The selected contractor will be responsible for site preparation and finish concrete installation per applicable Yuba County Standard Curb, Gutter and Sidewalk Specifications (Appendix D).

Work to be let under this solicitation is subject to the provisions of the Yuba County Encroachment Permit. Specific permits are included for Location #2, Permit No. PW17-0117 dated November 27, 2017, and Location #3, Permit No. PW17-0105 dated August 22, 2017 along with the General Provisions for the permits. Selected contractors and subcontractors will be required to pay appropriate prevailing wages as set by the State of California Department of Industrial Relations. All project work to be let under this solicitation shall be completed to the satisfaction of the designated contracting authority staff and subject to inspection/approval by the Yuba County Department of Public Works.

**Quotes shall be received by Yuba-Sutter Transit at their administrative office located at 2100 B Street, Marysville, CA 95901 before 4:00 p.m. PST, on Friday, January 19, 2018. Quotes received after this specified date and time shall be considered late and shall be returned to the proposer.** Due to the use of multiple funding sources for this project, please include a cost estimate for each of the three locations. The cost estimate for each location shall include a separate price for all applicable labor and for all applicable materials. Any extra work completed as part of this project shall be paid at time and materials (T&M) plus 10%. Proposer may use the Quote Sheet in Appendix E or a similar form that contains the same information.

Yuba-Sutter Transit reserves the right, in its sole and exclusive discretion, to postpone, to accept or to reject any and all proposals, in whole or in part. This solicitation shall be subject to applicable state and federal laws.

Written quotes shall be clearly marked **YUBA-SUTTER TRANSIT BUS STOP ENHANCEMENT PROJECT** and shall be mailed or delivered to:

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

**Interested parties should contact Adam Hansen, Program Manager at (530) 634-6880, or by email at [adam@yubasuttertransit.com](mailto:adam@yubasuttertransit.com) to request additional information. This RFQ will be posted on the Yuba-Sutter Transit website (<https://www.yubasuttertransit.com/contract-opportunities>).**

# Evelyn Drive Transit Stop

Concrete pad with retaining wall/bench will be installed at this location.



Bus stop at corner of Evelyn Dr. an Martel Dr. looking at OPUD owned lot where improvements are proposed.



Looking south at transit stop site.



Looking north at transit stop site.



For display only, not drawn to scale.

DRIVEWAY/ENCROACHMENT PERMIT  
YUBA COUNTY DEPARTMENT OF PUBLIC WORKS

PW17-0117

915 8th Street, Suite 125  
Marysville, CA 95901

PHONE: (530) 749-5420 FAX: (530) 749-5424

In compliance with your application for the work located in Yuba County:  
1947 N BEALE RD LINDA

APN No. : 021-111-043-000

TO PERMITTEE:

Owner: County of Yuba Public Works  
915 Eighth Street, Suite 125  
Marysville, CA 95901686;  
(530) 749-5420

Applicant: Yuba Sutter Transit Authority  
2100 B Street  
MARYSVILLE, CA 95901  
(530) 634-6880

Gen. Contractor:

Sub-Contractor:

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Install 16' X 6' concrete pad for future bus stop shelter. Extend curb, gutter, and sidewalk 8' to the east in front of bus stop pad.

CONSTRUCTION REQUIREMENTS AND ATTACHMENTS:

Curb and Gutter Details No. 201.

Standard Curb, Gutter and Sidewalk No. 202.

Schedule a pre-construction meeting with Public Works Inspection prior to beginning construction.

Traffic control to conform with current CA Manual of Uniform Traffic Control Devices, and as directed by Public Works Inspection.

ADDITIONAL REQUIREMENTS:

Future improvements on North Beale Rd will require the removal of these facilities.

Provide as-built drawings of the work with elevations to Public Works prior to final inspection.  
Applicant shall notify Underground Service alert at least 48 hours prior to excavation by calling 1 (800) 227-2600

All construction materials and workmanship shall conform to the latest edition of the Yuba County Improvement Standards, the latest edition of the State of California Department of Transportation Standard Specifications, and other agencies' standards as applicable.

Before starting work, the permittee shall notify Yuba County Department of Public Works Inspection, (530)749-5656, two working days in advance of the date work is to begin and prior to final inspection. See General Provisions for delay. Attention is directed to the General Provisions and to any specific conditions attached hereto and made a part hereof.

All work shall be conducted and completed to the satisfaction of Public Works Representatives.

Work conducted under this encroachment permit shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local Laws and regulations.

If this permit is in conjunction with a building permit, all work required by this permit must be completed and approved by Yuba County Department of Public Works Inspection before a Building Department Final is Scheduled.

Issued By: [Signature] Date: 11/27/17 Final Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Upon Signature

Applicant and/or Owner agrees to abide by the conditions of this permit, its provisions and gives County personnel the authority to inspect all on-site improvements, including improvements outside the County right of way. Applicant also agrees to save and hold harmless the County and each and every officer and employee thereof from any liability or responsibility for any accident, loss or damage to persons or property arising out of or connected in any way with any work done by the applicant under any permit granted hereunder. Applicant also acknowledges that the permit will expire within 18 months if construction has not been completed and no extension has been requested.

Signature

[Signature]

Date

11-27-17

Google Maps food mart, linda, CA



Imagery ©2017 Google, Map data ©2017 Google United States 10 ft

Measure distance  
Total distance: 15.97 ft (4.87 m)

DRIVEWAY/ENCROACHMENT PERMIT  
YUBA COUNTY DEPARTMENT OF PUBLIC WORKS

Appendix C

PW17-0105

915 8th Street, Suite 125

Marysville, CA 95901

PHONE: (530) 749-5420 FAX: (530) 749-5424

In compliance with your application for the work located in Yuba County:

321504-Olivehurst Ave

APN No. : 31Olivehurst Ave5032-5098

TO PERMITTEE:

Owner: County of Yuba Public Works  
915 Eighth Street, Suite 125  
Marysville, CA 959016862  
(530) 749-5420

Applicant: Yuba-Sutter Transit Authority  
2100 B Street  
MARYSVILLE, CA 95901  
(530) 763-4053

Gen. Contractor:

All-American Construction  
1200 Market Street, Suite A  
YUBA CITY CA 95991  
(530) 763-4053

Sub-Contractor:

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Remove vegetation and excavate for a 6' X 16' X 6" deep concrete pad to re-locate the bus stop sign and bench currently on the corner of chestnut Rd and Olivehurst Ave.

CONSTRUCTION REQUIREMENTS AND ATTACHMENTS:

Construct per approved plans

Schedule a pre-construction meeting with Public Works Inspection prior to beginning construction.

Traffic control to conform with current CA Manual of Uniform Traffic Control Devices, and as directed by Public Works Inspection.

ADDITIONAL REQUIREMENTS:

Applicant shall notify Underground Service alert at least 48 hours prior to excavation by calling 1 (800) 227-2600  
All construction materials and workmanship shall conform to the latest edition of the Yuba County Improvement Standards, the latest edition of the State of California Department of Transportation Standard Specifications, and other agencies' standards as applicable.

Before starting work, the permittee shall notify Yuba County Department of Public Works Inspection, (530)749-5656, two working days in advance of the date work is to begin and prior to final inspection. See General Provisions for delay. Attention is directed to the General Provisions and to any specific conditions attached hereto and made a part hereof.

All work shall be conducted and completed to the satisfaction of Public Works Representatives.

Work conducted under this encroachment permit shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local Laws and regulations.

If this permit is in conjunction with a building permit, all work required by this permit must be completed and approved by Yuba County Department of Public Works Inspection before a Building Department Final is Scheduled.

Issued By: [Signature] Date: 8/22/17 Final Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Upon Signature:

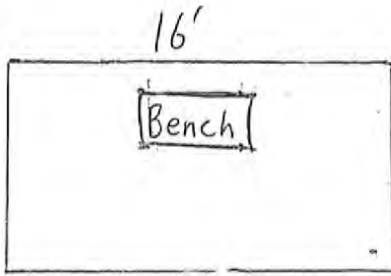
Applicant and/or Owner agrees to abide by the conditions of this permit, its provisions and gives County personnel the authority to inspect all on-site improvements, including improvements outside the County right of way. Applicant also agrees to save and hold harmless the County and each and every officer and employee thereof from any liability or responsibility for any accident, loss or damage to persons or property arising out of or connected in any way with any work done by the applicant under any permit granted hereunder. Applicant also acknowledges that the permit will expire within 18 months if construction has not been completed and no extension has been requested.

Signature

[Signature]

Date

8-22-17

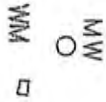


sidewalk

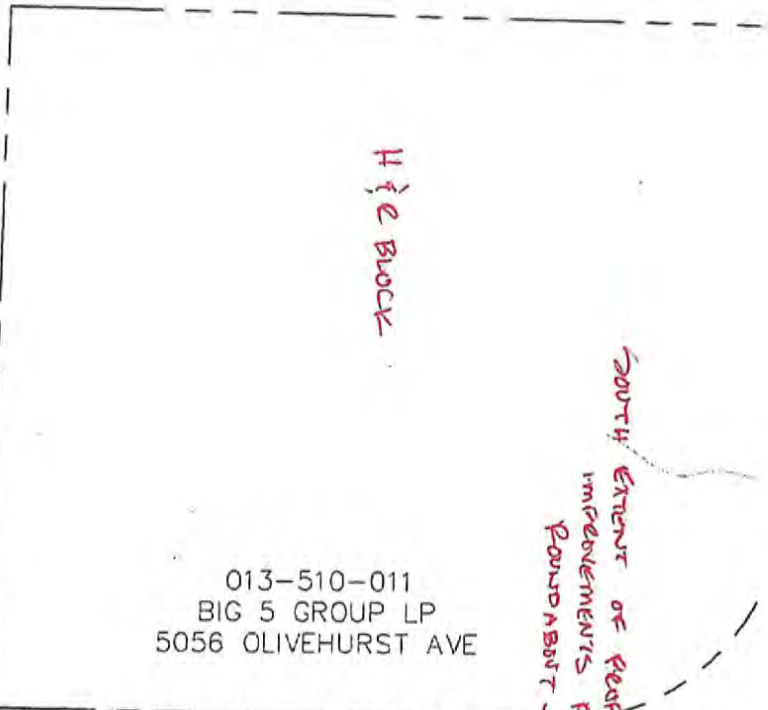
6'  
Sign Post

Possible Location  
of Bus Bench  
VAD.

013-510-035  
JONES  
5052 OLIVEHURST AVE



(E) ROW  
14'  
(E) BW



013-510-011  
BIG 5 GROUP LP  
5056 OLIVEHURST AVE

SOUTH EXTENT OF PROPOSED  
IMPROVEMENTS FOR  
ROUNDABOUT

16'  
6'  
Sign Post

13+00

14+00

EC = 13+85.33

013-520-018  
KARNAIL  
5057 OLIVEHURST AVE

Gas  
STATION

RITE AND

1" = 40'



013-493-016  
RETAIL SITE SPECIALISTS LL  
5075 OLIVEHURST AVE



## **YUBA COUNTY DEPARTMENT OF PUBLIC WORKS DRIVEWAY CONSTRUCTION & ENCROACHMENT PERMIT GENERAL PROVISIONS**

### **1. AUTHORITY:**

Each permit is issued in accordance with Chapter 5.5 of Division 2, commencing with Section 1450 et seq., of the Streets and Highways Code (SHC) and Yuba County Ordinance Code, Chapter 9.50 and 11.52.

### **2. REVOCATION:**

Except as otherwise provided for public corporations, franchise holders, and utilities, permits are revocable on five (5) days notice. These General Provisions, Utility Maintenance Provisions, and any permit issued hereunder are revocable or subject to modification or abrogation at any time without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operation purposed in the County highway right-of-way.

### **3. RESPONSIBLE PARTY:**

No party other than the named permittee or their agent is authorized to work under any permit.

### **4. ACCEPTANCE OF PROVISIONS:**

It is understood and agreed by the permittee that doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.

### **5. NOTICE PRIOR TO STARTING WORK:**

Before starting work under the permit, the permittee shall notify the designated department representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) working days, an additional notification is required before restarting work unless a pre-arranged agreement has been made with the department's representative. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the department's representative.

### **6. STANDARDS OF CONSTRUCTION:**

All work performed within the highway shall conform to the latest edition of the Yuba County Improvement Standards and the current California Department of Transportation Standard Specifications and any Special Provisions relating thereto.

### **7. INSPECTION AND APPROVAL BY THE DEPARTMENT:**

All work shall be subject to monitoring, inspection, and approval by the Department. The permittee shall request a final inspection and acceptance of the work.

### **8. KEEP PERMIT ON THE WORK SITE:**

The permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the department or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**

### **9. CONFLICTING PERMITS:**

If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the department.

### **10. PERMITS FROM OTHER AGENCIES:**

The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the department's permit.

### **11. PROVISIONS FOR PEDESTRIANS:**

Where facilities exist, a minimum sidewalk and bike path width of four feet (4) shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of closure at the nearest crosswalk or intersection to divert pedestrians across the street.

### **12. PROTECTION OF TRAFFIC:**

Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices, shall conform to the requirements of the Manual of Traffic Controls issued by the California Department of Transportation. Traffic control for day or nighttime lane closures shall be in conformance with California Department of Transportation Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.

### **13. MINIMUM INTERFERENCE WITH TRAFFIC:**

All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the Instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issued by the Department. A traffic control plan shall be submitted to the County for comment.

### **14. STORAGE OF EQUIPMENT AND MATERIAL:**

No material shall be stored within eight (8) feet of the edge of the pavement or traveled way or within the shoulder lines where the shoulders are wider than eight (8) feet. Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).

### **15. CARE OF DRAINAGE:**

If the work contemplated in any permit shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the department.

### **16. MAKING REPAIRS:**

In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the County highway facility which has been excavated or otherwise disturbed by permittee. The permittee shall maintain the surface over facilities placed under any permit. If the highway is not restored as herein provided for, or if the department elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.

### **17. CLEAN UP RIGHT-OF-WAY:**

Jobsite and right of way shall be kept clean at all times. Upon completion of the work all brush, timber, scraps, material, etc., shall be entirely removed and the County right-of-way shall be left in as presentable a condition as existed before work started.

### **18. COST OF WORK:**

Unless otherwise stated on the permit or other separate written agreement, all cost incurred for work within the County right-of-way pursuant to this permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the County for such work.

### **19. ACTUAL COST BILLING:**

When the permittee is to be billed actual costs (as indicated on the face of the permit), such costs will be at the current hourly rate established by the department for permits.

### **20. SUBMIT PLAN:**

For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish two (2) sets of plans showing location and construction of other activity with its application. Prior to acceptance of the work, one (1) set of as-built plans shall be submitted to the Department of Public Works.

### **21. BONDING:**

This permit shall not be effective for any purpose unless, and until the permittee files with the department a surety bond when required by the department in the form and amount required by the department. A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under a permit or fails to maintain its plant, work, or facilities. The said bond shall remain in force for a period of one (1) year after acceptance of the work by the department.



**22. MAINTENANCE OF HIGHWAYS:**

The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to County facilities resulting from the encroachment.

**23. RESPONSIBILITY FOR DAMAGE:**

The County of Yuba and all officers and employees thereof, including but not limited to the Director of Public Works and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit. The permittee shall indemnify and save harmless the County and all officers and employees thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnify against the County its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the County its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County the permittee, persons employed by the permittee, or persons acting in behalf of the permittee.

**24. NO PRECEDENT ESTABLISHED:**

This permit is issued with the understanding that any particular action is not to be

considered as establishing any precedent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of County highways, or (2) as to any utility of the acceptability of any such permits as to any other or future situation.

**25. ARCHAEOLOGICAL:**

The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Permit Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Permit Engineer concerning the continuation of the work.

**26. FUTURE MOVING OF INSTALLATIONS:**

If the Encroachment Permit was issued at the request of the permittee, it is understood that whenever County construction, reconstruction or maintenance work on the highway requires the installation to be moved, adjusted or relocated, the permittee, at his sole expense, upon request of the department, shall comply with said request.

**27. RIGHT OF ENTRY:**

By signing the Permit Application, the applicant agrees to allow County Personnel right of entry to the property to inspect project site.

**28. DEVIATIONS:**

The permittee shall notify the department in writing of any proposed deviations or changes in the work to be done under any permit and shall not proceed therewith until he has obtained both the written consent of the department, and the written, signed and acknowledged consent to such deviation or change of any surety company whose bond or bonds are posted in connection with such work.

**29. CHANGES ON PERMITS:**

Any permit issued hereunder shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the department for the protection of the highways or to prevent undue interference with the traffic or to protect both persons and property within, upon or adjacent to the highways from damage or danger. In the case of changes or limitations or conditions to be made or imposed by the department after a permit is issued hereunder, the department shall notify the permittee thereof, in writing, either by mail to the address set forth on the application or by personal service upon the permittee. Such change in new limitation or condition shall be effective twenty-four (24) hours after deposit in the United States mail or immediately upon personal service.

**30. PRESERVATION OF MONUMENTS:**

Any monument set for the purpose of locating or preserving the lines of any road or property subdivisions, or a precise survey reference point, or a permanent survey bench mark within the county shall not be removed or disturbed or caused to be removed or disturbed without first obtaining permission in writing from the department to do so. Before monuments, reference points and bench marks are disturbed, or removed, they shall be tied out by a licensed surveyor or registered civil

engineer or under the directions of same. After completion of the work, the monuments, reference points and bench marks shall be accurately reset at the expense of permittee.

**31. PROTECTION OF ADJOINING PROPERTY:**

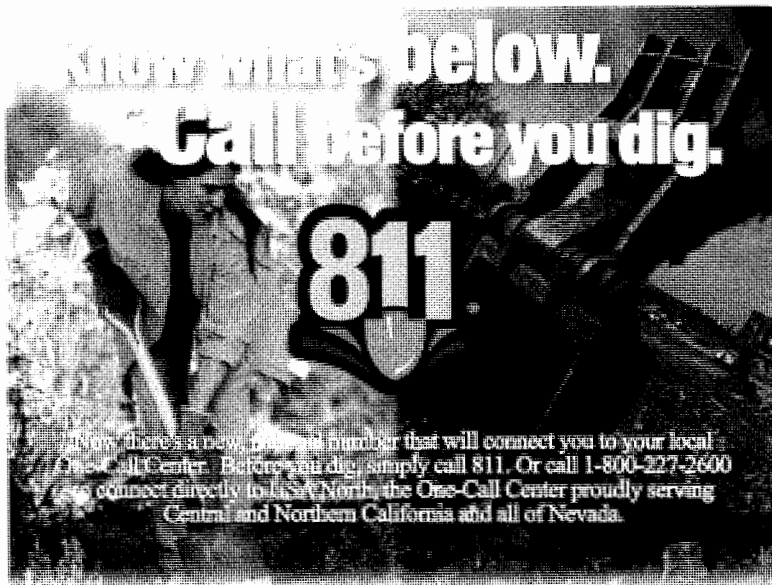
The permittee shall at all times and at his own expense preserve and protect from injury any adjoining property by providing proper foundations and taking other measures suitable for the purpose. Where in the protection of such property it is necessary to enter upon private property for the purpose of taking appropriate protective measures the permittee shall first attempt to obtain a license from the owner of such private property for such purposes. The permittee shall, at his own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the excavation work and shall be responsible for all damage to any roads or other public or private property, real and personal, resulting from his failure properly to protect and carry out such work subject to the foregoing provisions relating to entry upon private property. Whenever it is necessary to trench through any lawn area, the permittee shall carefully cut the sod and upon completion of the work shall replace it or reseed the area if cutting a replacing sod is impractical. All construction and maintenance work shall be done in a manner calculated to leave the lawn area clean of earth and debris and in a condition as close as possible to that which existed before such work began. The permittee shall not remove, even temporarily, any trees, or shrubs which exist in parking strip areas without first obtaining the consent of the department or other county officials having control of such property.

**32. SAVE HARMLESS AGREEMENT:**

The permittee agrees to save and hold harmless the County and each and every officer and employee thereof from any liability or responsibility for any accident, loss or damage to persons or property arising out of or connected in any way with any work done by the permittee under any permit granted hereunder.

**33. DISCLAIMER OF LIABILITY:**

These provisions shall not be construed as imposing upon the County or any official or employee any liability or responsibility for damages to any person injured by the performance of any work for which the permit is issued hereunder, nor shall the County or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any work permitted hereunder.



**1-800-227-2600**

**Call two working days before you dig  
It's the law and it's FREE**

Whether you're a homeowner or professional excavator, if you're going to dig you must call USA North – the one call center serving Northern and Central California and Nevada. Excavations in California and Nevada require a full two (2) working day notice.

In addition to your personal safety and the safety of others, calling before you dig is about protecting the vital buried facilities that supply electric, gas, water, cable and more to our homes, schools, facilities and businesses. Remember, it's the law and it's free.



**Let's all do our part to protect our vital buried facilities.  
Please take a flyer and color code booklet with you.**

For more information, visit USA North online at [www.usanorth.org](http://www.usanorth.org)

**Dig Safely.**

## 5 STEPS TO A SAFE EXCAVATION

### 1. Survey & Mark

Survey your proposed excavation site. Make a list of affected owner/operators of underground facilities (owner/operators) at your job site, their needs and requirements. Mark the excavation site on paved surfaces with white spray chalk paint; use flags, stakes, whiskers, etc. on unpaved surfaces. (Homeowners can use flour).

### 2. Call Before You Dig

Call USA North 2 working days before you dig in California and Nevada. Only owner/operators who are members of the USA North program will be notified. USA North accepts design stage requests through its Internet access only, call 925-798-9504 ext 0 for more information. Emergency calls are not accepted in California. In case of a life-threatening situation, call 911 or your local fire department. Compare your list of affected owner/operators determined in Step 1, with the list of owner/operators notified by USA North. For your safety, contact any owner/operator at your job site that is not a member of USA North.

### 3. Wait The Required Time

The 2 working day notice in CA & NV allows USA North members to examine their underground facility records and respond to you. Our members, who are owner/operators of underground facilities, will provide you information about the location of their facility, mark, or stake the horizontal path of their facility with the appropriate color code, or advise of clearance. Depending on our member's workload, they may contact you to try to negotiate a new start time for your excavation. This will allow them the opportunity to provide you with greater service.

### 4. Respect The Marks

Preserve facility marks for the duration of the job. If any of the owner/operator markings are not reasonably visible, you must call USA North and request re-marking by the affected owner/operator(s). A re-mark request requires a 2 working day notice in CA & NV. When you request a owner/operator(s) to re-mark their facilities, you will be asked if your excavation site is still outlined in white spray chalk, so the USA North members can respond to your request. Your ticket is active for 28 calendar days in CA and 14 calendar days in NV from the date of your call to USA North. You must have an active USA North ticket for the entire duration of your excavation.

### 5. Dig With Care

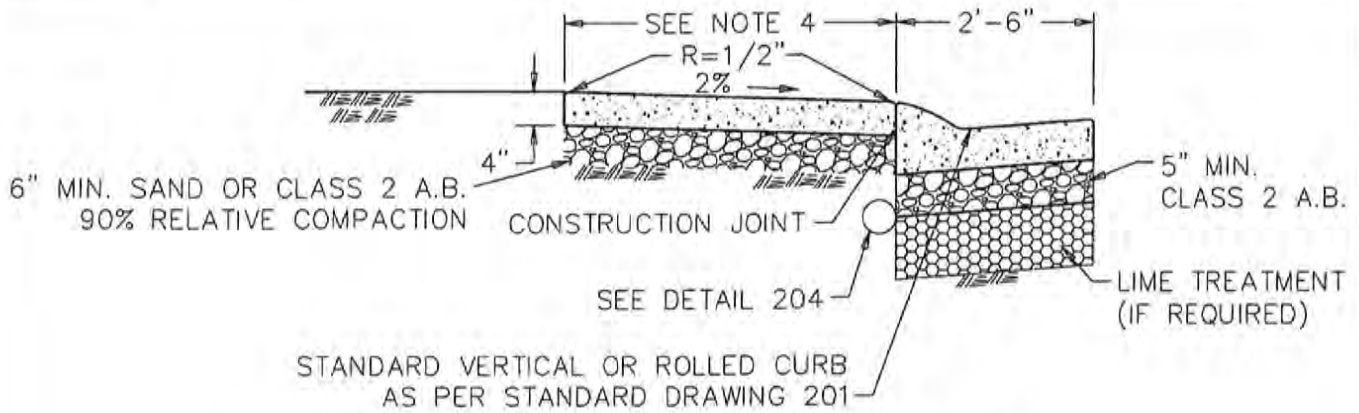
In California hand excavate within 24" of the outside diameter of the facility – in Nevada, 30". Facilities that are in conflict with your excavation are to be located by hand and protected before power equipment is used. Notify the affected utility of any contact, scrape, dent, nick or damage to their facility.

Refer to California Government Code 4216 and Nevada Regulatory Statute 455.080 - 455.180 for liability risks. There are fines of up to \$50K and \$100K respectively for violations of these state laws.

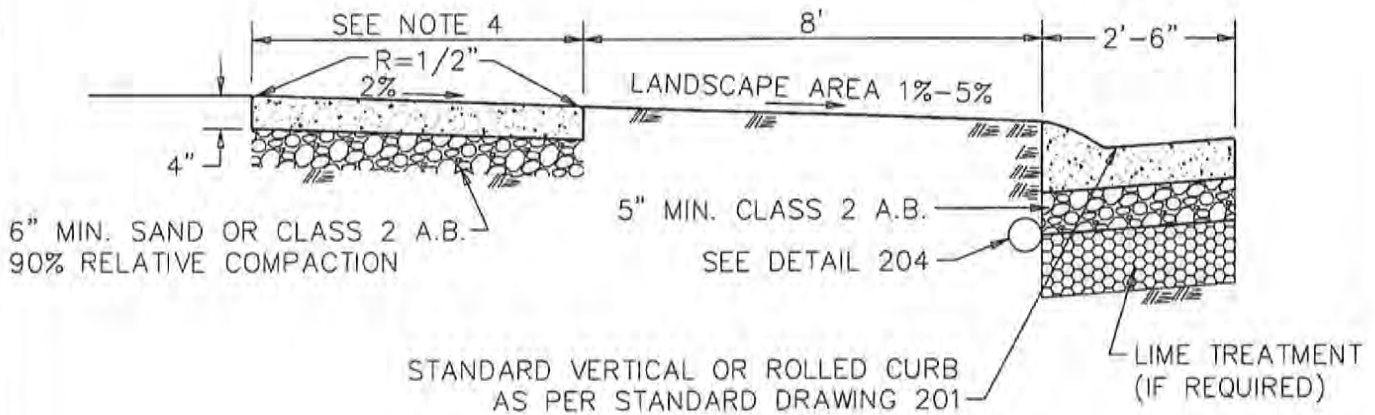
**USA NORTH**

4090 Nelson Avenue, Suite A • Concord, CA 94520-1232  
Call 6:00 A.M. - 7:00 P.M. (PT) • Monday - Friday

**Dig Safely.**  
[www.usanorth.org](http://www.usanorth.org)



SECTION THROUGH  
STANDARD CURB, GUTTER AND ATTACHED SIDEWALK

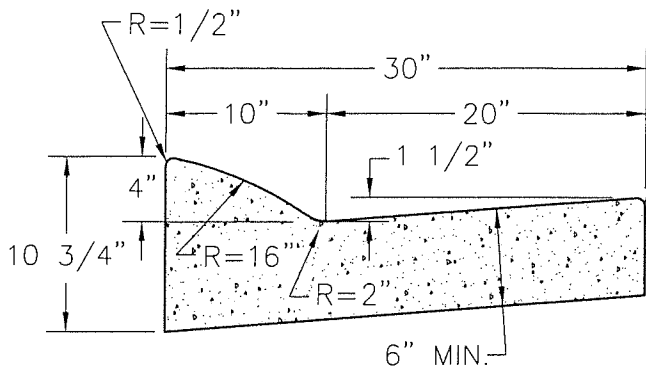


SECTION THROUGH  
STANDARD CURB, GUTTER AND DETACHED SIDEWALK

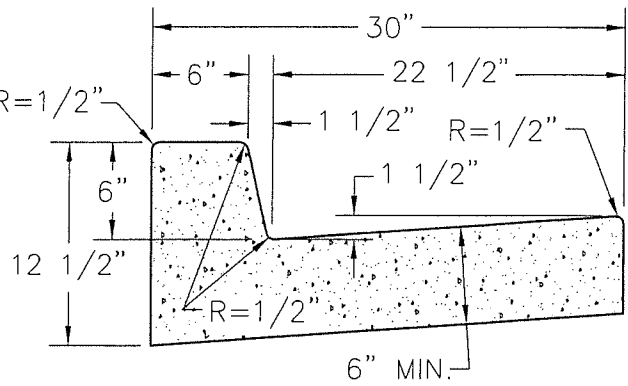
**NOTES:**

1. CONCRETE TO BE CLASS B PER CALTRANS SPEC.
2. TOP 12" OF SUBGRADE, SAND OR A.B. LAYER SHALL BE COMPACTED TO 90% RELATIVE COMPACTION FOR SIDEWALKS AND 95% FOR CURB AND GUTTER.
3. ALTERNATIVE SIDEWALK SECTION - 6" CONCRETE ON 4" SAND OR CLASS 2 A.B.
4. MINIMUM SIDEWALK WIDTHS SHALL BE 4' FOR RESIDENTIAL STREETS AND 6' FOR COLLECTORS, SCHOOLS, PARKS AND COMMERCIAL LOTS.
5. NO PULL BOX, UTILITY VAULT, UTILITY POLE, MANHOLE OR OTHER OBSTRUCTIONS SHALL BE LOCATED WITHIN SIDEWALK OR RAMP AREA (RETURN TO RETURN).
6. ALL CROSSINGS UNDER SIDEWALKS AND CURB AND GUTTER SHALL BE INSTALLED PRIOR TO PLACING CONCRETE.
7. EXPANSION JOINTS NOT TO EXCEED 16' SPACING FOR SIDEWALKS AND 40' SPACING FOR CURB AND GUTTER.
8. EXPANSION JOINT SHALL BE FILLED WITH 1/2" MIN. THICK PREFORMED JOINT FILLER AS PER CALTRANS SPECIFICATIONS AND BE THE FULL DEPTH OF CONCRETE.
9. SEE STANDARD 208 FOR CONCRETE JOINT & FINISH DETAILS.

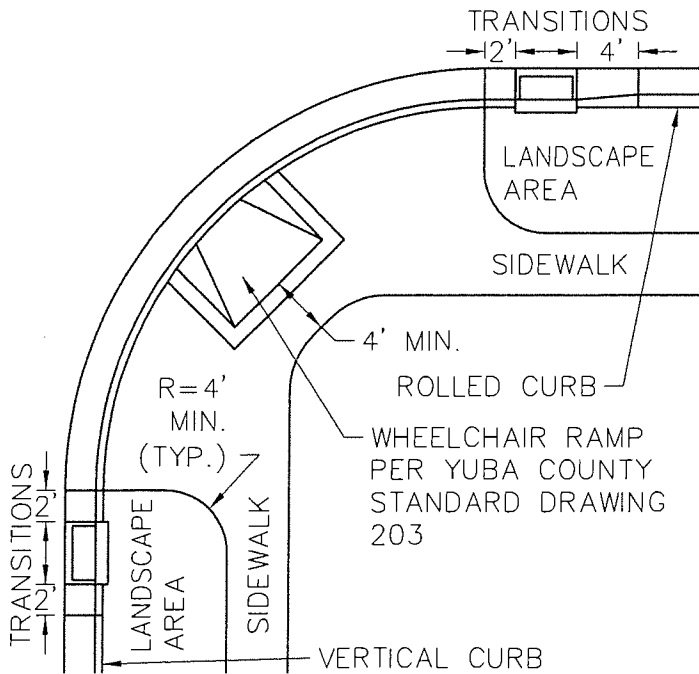
|   |                 |     |
|---|-----------------|-----|
| YUBA COUNTY<br>DEPARTMENT OF PUBLIC WORKS     |                 |     |
| <b>STANDARD CURB,<br/>GUTTER AND SIDEWALK</b> |                 |     |
| <i>Michael...</i><br>APPROVED BY:             | 6/4/09<br>DATE: | 202 |



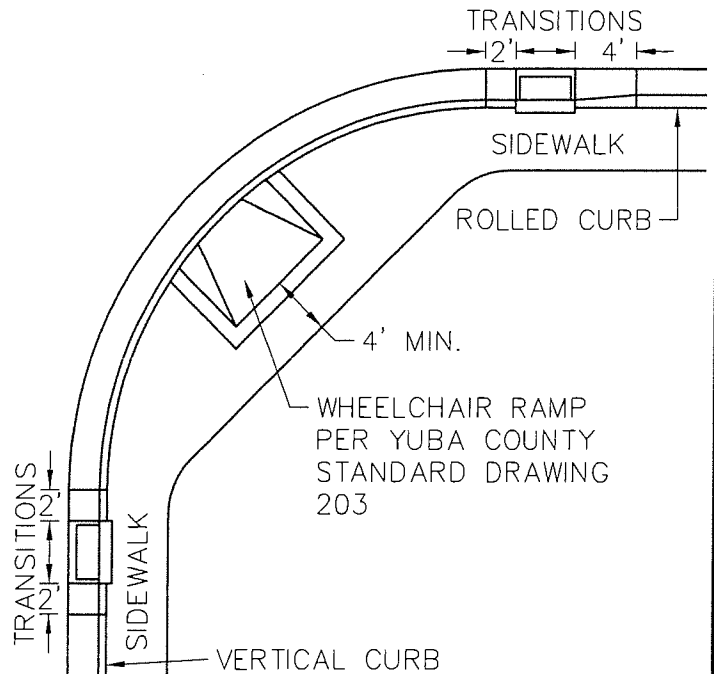
ROLLED CURB AND GUTTER



VERTICAL CURB AND GUTTER



DETACHED SIDEWALK PLAN VIEW



ATTACHED SIDEWALK PLAN VIEW

NOTES:

1. CURB, GUTTER AND SIDEWALK SHALL BE CONSTRUCTED OF CLASS "B" CONCRETE IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS.
2. ALL CURB GUTTER AND SIDEWALK SHALL HAVE A BROOM FINISH.
3. VERTICAL CURB AND GUTTER TO BE USED AT ALL CURB RETURNS WITH A 1/2" EXPANSION JOINT AT BOTH ENDS.

|   |               |
|---|---------------|
| YUBA COUNTY<br>DEPARTMENT OF PUBLIC WORKS |               |
| CURB AND GUTTER<br>DETAILS                |               |
| APPROVED BY:                              | DATE: 8-21-06 |
| 201                                       |               |

# QUOTE SHEET

Yuba Sutter Transit Bus Stop Enhancement Project

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

|           | Location #1 | Location #2 | Locaiton #3 |
|-----------|-------------|-------------|-------------|
| Labor     |             |             |             |
| Materials |             |             |             |
| Subtotal  |             |             |             |

**Total**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

AGENDA ITEM IV – D  
STAFF REPORT

**REQUEST FOR PROPOSALS (RFP) FOR  
ON-GOING COMPUTER SUPPORT SERVICES**

Attached for Board review and consideration is a draft Request for Proposals (RFP) for Information Technology (IT) Services to provide dedicated on-going support for Yuba-Sutter Transit's technology program. The selected contractor will be responsible for a full range of IT support services including on-site and remote network administration; on-call services for emergencies during or after normal business hours; and, general support for the procurement, management and replacement of all related hardware and software.

These services have been provided since around 2001 through an informal hourly agreement with local IT professional Brian Hansen in cooperation with his employer the City of Yuba City. While this arrangement has worked extremely well in the past, Mr. Hansen's increasing responsibilities with Yuba City and Yuba-Sutter Transit's increasing IT support needs long ago combined to make this relationship problematic for all parties. After a realistic assessment of Yuba-Sutter Transit's growing technology needs and plans compared to Mr. Hansen's shrinking availability, all agreed that a new approach is needed in the near future.

There is no estimated cost and no budget for the proposed IT support agreement, but the draft RFP is modeled after a recent solicitation for the same services by a similarly sized and operated transit system in Solano County. As designed, the proposed contractor would be intended to bridge the gap between the current informal approach and the hiring of dedicated IT staff. The draft scope of work begins with the initial tasks of assessing the current system and developing a technology plan with specific near term and on-going recommendations that staff and the successful contractor would then implement over time. The result of this process will also greatly inform future discussions as to if and when staff IT resources may be necessary.

Staff is now requesting authorization to solicit proposals from qualified firms and individuals and will be prepared at the meeting to discuss this issue in detail.

**RECOMMENDATION:** Authorize the release of RFP #02-18 for computer support services as proposed or amended.



**DRAFT**

**RFP # 02-18**

**YUBA-SUTTER TRANSIT AUTHORITY  
INFORMATION TECHNOLOGY SERVICES**

**PROPOSAL DUE DATE – JANUARY 31, 2018 at 4:00 PM**

From:  
YUBA-SUTTER TRANSIT AUTHORITY  
2100 B ST  
Marysville, CA 95901  
(530) 634-6880

## Notice of Request for Proposals

The Yuba-Sutter Transit Authority (Yuba-Sutter Transit) is seeking proposals from qualified firms or individuals (Contractor) for Information Technology Services. The selected Contractor will be responsible for a full range of Information Technology services including on-site and remote network support, on-call services for emergencies during or after normal business hours, infrastructure, server administration, desktop/laptop maintenance and security, phone support services, procurement, surveillance system management, managing and facilitating third-party software license agreements, and other services as required.

Sealed proposals shall be received by Yuba-Sutter Transit at 2100 B Street, Marysville, CA at or before 4:00 p.m. PST, Monday, January 31, 2018 for the Information Technology Services as described in this Request for Proposals (RFP) document. Proposals received after the date and time specified above shall be considered late proposals and shall be returned to the proposer unopened.

Yuba-Sutter Transit reserves the right, in its sole and exclusive discretion, to postpone, to accept or to reject any and all proposals, in whole or in part.

All proposals shall be subject to all applicable State and Federal laws. The award to be let under this solicitation is subject to the terms of a formal agreement between Yuba-Sutter Transit and the selected Contractor.

Proposal documents shall be clearly marked “**RFP 02–2018 Information Technology Services**” and shall be mailed or delivered to:

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

Questions should be directed to Adam Hansen, Planning Program Manager at (530) 634-6880 FAX (530) 634-6888 or email at [adam@yubasuttertransit.com](mailto:adam@yubasuttertransit.com). Responses may be shared with other prospective bidders



# Table of Contents

## Contents

|   |    |
|---|----|
| <b>Notice of Request for Proposals</b> .....                      | 2  |
| <b>NOTICE TO CONTRACTORS</b> .....                                | 5  |
| A.    Obtaining Documents.....                                    | 5  |
| B.    Validity of Proposals.....                                  | 5  |
| C.    Pre-Proposal Conference.....                                | 5  |
| D.    Proposal Inquiries and Contacts.....                        | 5  |
| E.    Equal Employment Opportunity and DBE/SBE Requirements ..... | 6  |
| <b>SECTION 1. GENERAL INFORMATION</b> .....                       | 6  |
| 1.1    Introduction.....  | 6  |
| 1.2    Yuba-Sutter Transit’s Rights .....                         | 7  |
| <b>SECTION 2. BACKGROUND</b> .....                                | 8  |
| 2.1    Agency Description.....                                    | 8  |
| 2.2    Project Description.....                                   | 8  |
| <b>SECTION 3. SCHEDULE &amp; SUBMITTAL INSTRUCTIONS</b> .....     | 11 |
| 3.1    Schedule.....  | 11 |
| 3.2    Proposal Submission .....                                  | 11 |
| 3.3    Proposal Content .....                                     | 13 |
| 3.4    Pre-Proposal Conference.....                               | 14 |
| 3.5    Written Questions .....                                    | 15 |
| 3.6    Clarifications/Interviews.....                             | 15 |
| 3.7    Accuracy in Reporting Requested Information.....           | 15 |
| <b>SECTION 4. PROPOSAL REQUIREMENTS</b> .....                     | 16 |
| 4.1    Performance Requirement.....                               | 16 |
| 4.2    Content of Technical Proposals .....                       | 16 |
| 4.3    Content of Cost Proposal .....                             | 17 |
| 4.4    Insurance.....   | 18 |
| 4.5    Willingness to Accept Proposed Arrangements.....           | 18 |
| <b>SECTION 5. EVALUATION AND SELECTION</b> .....                  | 19 |
| 5.1    Evaluation and Selection Process.....                      | 19 |
| 5.2    Evaluation Criteria .....                                  | 19 |
| 5.3    Notification to Unsuccessful Proposers .....               | 20 |
| <b>SECTION 6. PROTEST PROCEDURES</b> .....                        | 21 |
| 6.1    Protest Procedures Filing Procedure.....                   | 21 |
| 6.2    Pre-Bid Protests .....                                     | 22 |
| 6.3    Pre-Award Protests .....                                   | 22 |
| 6.4    Post-Award Protests.....                                   | 22 |
| 6.5    Appeal to FTA .....  | 23 |

|  |    |
|--|----|
| SECTION 7. SCOPE OF SERVICES .....   | 26 |
| 7.1 General.....   | 26 |
| 7.2 Current Technology Environment .....   | 27 |
| 7.3 Work Space/Equipment.....  | 28 |
| 7.4 IT Services .....  | 29 |
| 7.5 Procurement .....  | 31 |
| 7.6 Policy & Specifications Development .....  | 31 |
| 7.7 Transition Plan .....  | 31 |
| 7.8 Performance Measures .....   | 31 |
| 7.9 Budget and Term.....   | 32 |
| APPENDIX A.....  | 33 |
| FORM 1 – COST PROPOSAL .....   | 33 |
| FORM-2--CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,<br>SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION ..... | 34 |
| FORM 3--DRUG-FREE WORKPLACE CERTIFICATION.....   | 35 |
| FORM 4--NON-COLLUSIVE AFFIDAVIT.....   | 36 |
| FORM 5--ELIGIBLE BIDDER CERTIFICATION .....  | 37 |
| FORM 6--WORKER’S COMPENSATION INSURANCE CERTIFICATION .....  | 38 |
| EXHIBIT A --SCOPE OF WORK .....  | 39 |
| EXHIBIT B--BUDGET DETAIL AND PAYMENT PROVISIONS .....  | 40 |
| EXHIBIT C—GENERAL TERMS AND CONDITIONS.....  | 41 |

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## **NOTICE TO CONTRACTORS**

**NOTICE IS GIVEN** that sealed proposals are requested by the Yuba-Sutter Transit Authority, a joint powers authority (“Yuba-Sutter Transit”), for Information Technology Services. All proposals shall be submitted in response to the conditions of this “REQUEST FOR PROPOSALS for Information Technology Services (hereinafter referred to as RFP),” dated December 21, 2017.

Proposals must be contained in a sealed envelope and appropriately labeled as described in the Section entitled Schedule & Submittal Instructions. Proposals must be received at the Yuba-Sutter Transit office, at or before 4:00 P.M. on Wednesday, January 31, 2018. Proposals received after 4:00 pm on Wednesday, January 31, 2018 will be returned unopened.

### **A. Obtaining Documents**

Proposal documents may be obtained in person at the Yuba-Sutter Transit Administration Office at 2100 B St, Marysville, CA 95901, requested from Program Manger by email or download the RFP documents online at: <https://www.yubasuttertransit.com/contract-opportunities>. Documents requested by mail will be packaged and sent postage paid.

### **B. Validity of Proposals**

Proposals and subsequent offers shall be valid for a period of not less than ninety (90) days after proposal deadline.

### **C. Pre-Proposal Conference**

A pre-proposal conference will be held for this project at 10:00 AM on Wednesday, January 10, 2018 at the Yuba-Sutter Transit Operations and Maintenance Facility, 2100 B St, Marysville, CA 95901. Attendance at the pre-proposal conference is NOT mandatory, but strongly encouraged.

Proposers are encouraged to submit written questions to the Adam Hansen, Planning Program Manager, in advance of the pre-proposal conference. Proposers are reminded that any changes to the RFP will be made by written addenda posted on the Yuba-Sutter Transit webpage only and nothing stated at the pre-proposal conference shall change or qualify in any way the provisions in the RFP.

### **D. Proposal Inquiries and Contacts**

Inquiries may be submitted via email, personal delivery, by mail (return receipt requested), or by facsimile (FAX). Proposal inquiries submitted by personal delivery shall be deemed received at the date and time of delivery.

Requests for more information and all communications regarding this Request for Proposal, including those seeking clarification of the RFP documents, must be submitted in writing (email preferred), and should be directed to:

Adam Hansen  
Planning Program Manager  
[Adam@yubasuttertransit.com](mailto:Adam@yubasuttertransit.com)  
Phone: (530) 634-6880  
Fax: (530) 634-6888

All emails sent to Adam Hansen will receive a brief confirmation email in return. PROPOSERS who do not receive a confirmation within one day of submitting questions or requests for clarification should contact the Yuba-Sutter Transit Office at (530) 634-6880.

### **E. Equal Employment Opportunity and DBE/SBE Requirements**

It is Yuba-Sutter Transit's policy to ensure that Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability or other protected class in the performance of Yuba-Sutter Transit contracts.

Although there is no specific goal or requirement to include Disadvantage Business Enterprises (DBE) in this project, Yuba-Sutter Transit highly encourages the participation of Disadvantaged Business Enterprises (DBE). Yuba-Sutter Transit encourages all prime Contractors to utilize qualified SBE (Small Business Enterprise) sub-Contractors on Yuba-Sutter Transit projects, and promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods or services sought is reasonable.

## **SECTION 1. GENERAL INFORMATION**

### **1.1 Introduction**

Yuba-Sutter Transit is issuing this Request for Proposals (RFP) to select a Contractor to provide a full range of Information Technology services. The goal of this solicitation is to enter into a Contract with the Contractor that will be able to best meet Yuba-Sutter Transit Information Technology needs.

The contract terms shall be for three (3) years from the contract start date, with two (2) one-year terms at the option of Yuba-Sutter Transit.

Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and Exhibit C General Terms and Conditions. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to information relating to the contractor's capability, experience, financial

resources, management structure and key personnel, and other information as specified in Section Four (4) or otherwise required in this RFP.

## 1.2 Yuba-Sutter Transit's Rights

Yuba-Sutter Transit's rights include, but are not limited to, the following:

- Issuing addenda to the RFP, including extending or revising the time line for submittals.
- Withdrawing, reissuing, or modifying the RFP.
- Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- Executing a Contract with a PROPOSER on the basis of the original written proposal (without conducting interviews) and/or any other information submitted by the PROPOSER during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of Yuba-Sutter Transit.
- Proposals shall be evaluated on a "Best Value" basis. This solicitation will utilize the Federal Transit Administration's (FTA) Best Practices Manual's definition for "Best Value" as follows:

*"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.*

## **SECTION 2. BACKGROUND**

This section includes background information relevant to the scope of services. Please note that the data provided is for informational purposes only. Yuba-Sutter Transit does not certify the accuracy of the information provided. PROPOSER should not rely on this section for developing proposals and service costs.

### **2.1 Agency Description**

The Yuba-Sutter Transit joint powers agreement between Yuba and Sutter Counties and the City of Marysville and Yuba City dates back to July 1975. The Agreement is for the purpose of providing and furnishing transit and transportation services within their respective jurisdictions.

Yuba-Sutter Transit provides local, rural, demand response and express bus service for Yuba and Sutter Counties. Local and demand response service is provided to Marysville, Yuba City, Linda and Olivehurst. The rural service includes limited weekday service to the City of Live Oak and Wheatland and to the foothill communities east of Marysville. The Commuter service provides 22 daily trips on the SR 70 and 99 corridors between downtown Sacramento and Marysville and Yuba City. The Yuba-Sutter Transit revenue fleet consists of 22 fixed route buses, 16 demand response buses and 13 commuter buses.

#### *Organizational Structure*

Yuba-Sutter Transit has five administrative employees and contracts with Transdev Services Inc. to perform the operations and maintenance functions for the transit system. There are approximately 90 Transdev employees including all drivers, road supervisors, dispatchers, and mechanics. The Administration Office and Operations/Maintenance office are housed in the same building at 2100 B St. in Marysville.

Yuba-Sutter Transit furnishes and supports servers, computers, phones, and related equipment for its own employees. Transdev has their own IT support and provides servers, computers and equipment for their management staff. However, some computers and systems that will be supported under this IT support contract are operated or used by Transdev staff such as the three dispatch office computers, building surveillance system, the REI video surveillance system installed on each bus, and the Motorola radio system.

### **2.2 Project Description**

Yuba-Sutter Transit is seeking to award a contract for Information Technology Services to a qualified firm or individual (Contractor) that can provide on-site and remote technical support. The Contractor must be able to provide a full range of Information Technology services including on-site and remote network, on-call services for emergencies during or after normal business hours, infrastructure, help desk, desktop/laptop and phone support services, managing and facilitating third-party software license agreements, project related work and

subject matter expertise for complex and difficult to solve issues, and other services as required by Yuba-Sutter Transit. The successful Contractor will function as Yuba-Sutter Transit's day-to-day IT Division. Yuba-Sutter Transit desires to establish a three-year base contract with the successful Contractor, with an option to renew for up to two (2) additional one-year terms, subject to agreeable pricing modifications and service performance.

Yuba-Sutter Transit is working to enhance the efficiency of the dispatch though implementing computer aided dispatch (CAD) software which will also include automatic vehicle location (AVL) on board the buses to track and monitor the buses. Additionally, Yuba-Sutter Transit is looking utilize the AVL on the buses to provide real-time information to passengers at key bus stops throughout the system. A contractor will be selected to do the project, but the IT contractor selected through this RFP process will be responsible for upgrading hardware or software necessary to assist in the implementation of the project and continued operation of the system.

The scope of IT support extends beyond desktops to additional systems and applications. Yuba-Sutter Transit maintains a surveillance system at the Bogue Road, McGowan Parkway and Plumas Lake Park & Ride lots. Yuba-Sutter Transit currently contracts with Mr. Security Camera to repair and maintain these systems. Monitoring these park & ride surveillance system and orchestrating maintenance and repair may be included in this agreement.

In January 2017 Yuba-Sutter Transit, along with eight other transit agencies in the Sacramento area, launched an electronic fare card system called the Connect Transit Card. The Sacramento Regional Transit District (RT) is the lead agency on the project and manages the service. The computer at the Yuba-Sutter Transit Administration Office front desk is the Customer Service Workstation (CSW) which is used to issue, load and print electronic fare cards on a Fargo DTC 1250e ID card printer. RT's Technical staff is able to address issues with the system remotely to resolve technical issues, however the hardware will need to be maintained. The antennas on the buses transmit data to antennas mounted on the facility to download fare data from each bus as it comes into range. This communication with the buses will need to be maintained.

### *Initial Tasks*

There are a number of tasks that need to be completed in the first 90 days after project award. This list is not all inclusive, but represents tasks that staff has identified as urgent.

1. Become familiar with current hardware and software and provide assessment of condition.
2. Ensure all systems are operating efficiently and have proper security software and updates.
3. Verify essential data is being backed up and set a schedule/process for data retention.
4. Develop an IT infrastructure replacement schedule.
5. Recommend upgrades and improvements needed to Yuba-Sutter Transit's IT infrastructure.
6. Investigate and provide options for software purchase/licensing for Microsoft Suite, Adobe Suite and upgrade REI server memory, operating system and SQL database.

Tasks will be issued to Contractor on an as needed basis. Contractor shall complete tasks at the agreed upon hourly rate documented in the cost proposal or for an agreed upon lump sum amount. Contractor is expected to invoice Yuba-Sutter Transit on a monthly basis for services performed. Yuba-Sutter Transit pays invoices on the 5th and 20th of each month. The scope of services in Section 7 will describe the required services in more detail.



## SECTION 3. SCHEDULE & SUBMITTAL INSTRUCTIONS

### 3.1 Schedule

Yuba-Sutter Transit will attempt to adhere to the following schedule. This schedule may change due to unforeseen circumstances and at the sole discretion of Yuba-Sutter Transit. Changes will be conveyed to proposers at the earliest opportunity possible through a written addendum.

| Activity  | Date                     |
|---|--------------------------|
| Request For Proposal Release Date   | December 22, 2018        |
| Non-Mandatory Pre-Proposal Conference   | January 10, 2018         |
| Deadline for written RFP Clarifications/Questions                                   | January 19, 2018         |
| Responses to questions posted to Yuba-Sutter Transit website on or before this date | January 24, 2018         |
| Proposals Due   | January 31, 2018         |
| Oral Presentations/Interviews (If Required)   | February 20-23, 2018     |
| Proposal Review, Negotiations, Scoring  | February 26-March 2 2018 |
| Notice of Intent to Award   | March 05, 2018           |
| Projected Award Date  | March 15, 2018           |
| Projected Contract Start Date   | March 16, 2018           |

### 3.2 Proposal Submission

Sealed proposals must be received by Yuba-Sutter Transit in accordance with the Notice to Contractors and the RFP Schedule listed in Section 3.1. If not previously delivered, proposals may be hand delivered to Yuba-Sutter Transit Administration Office at the address below, on the due date at the time and on the date listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Proposals shall be in sealed packets labeled "RFP 02 –2018 Information Technology Services" - [Insert Firm Name Here] to:

Adam Hansen  
Planning Program Manager  
2100 B St.  
Marysville, CA 95901

Proposals should be limited to 30 pages unless otherwise specified in the Solicitation. This 30 page limitation does not include Yuba-Sutter Transit Forms and Certifications, and cost proposal. Standard marketing materials and brochures are included in the page limitation.

### *Technical Proposal*

Three (3) copies (1 original and 2 copies), and one (1) electronic PDF copy of the proposal on a USB flash drive or CD must be received by Yuba-Sutter Transit by the RFP Proposal due date and time listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Technical proposals must be sealed and marked "Technical Proposal for RFP 02 –2018 Information Technology Services". Proposals received after the specified date and time provided in the Notice to Contractors shall be considered late and shall not be considered for award.

### *Cost Proposal*

One (1) original and one (1) electronic PDF copy on a USB flash drive or CD must be received by Yuba-Sutter Transit by the RFP Proposal due date and time listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Cost Proposals must be in a separate sealed envelope and labeled "Cost Proposal for RFP 02 –2018 Information Technology Services". Proposals received after the specified date and time provided in the Notice to Contractors shall be considered late and shall not be considered for award.

## **3.3 Proposal Content**

All proposals must include the following:

Cover letter that provides the following information:

- a. Name, address, email and telephone and fax numbers of PROPOSER and key contact person.
- b. Description of type of business organization (e.g., corporation, partnership, limited liability company, including joint venture teams and subcontractors) submitting proposal.
- c. Name of entity that would sign a Contract if one is negotiated for this project.
- d. A written statement warranting that the requirements of the project as described in this RFP, its appendices and all addenda, by listing all addenda and dates received hereto, have been reviewed and the PROPOSER has conducted all necessary due diligence to confirm material facts upon which the proposal is based.

- e. A written statement acknowledging validity of the proposal contents, costs, and services fees for a period of 90 days after the submission deadline.
- f. Provide three references of government agencies or similar sized business establishments where similar servers are performed. Reference contact information shall include email addresses.
- g. Executive Summary (not to exceed 2 pages) that highlights the major elements of PROPOSER'S qualifications and proposal. All information should be provided in a concise manner.
- h. Responses to all required elements requested in Section 4. The proposal responses shall be organized in identifiable sections as outlined in Section 4 of this RFP, so that all requested information can be readily found.
- i. Completion and inclusion of all required forms (as listed in Appendix A). All PROPOSERS shall complete, sign and include all required forms in their proposal. Any proposal that does not contain the required forms may be deemed non-responsive.
- j. All pages of the proposal must be numbered for reference.

Yuba-Sutter Transit may waive any immaterial technical variations in its sole discretion.

### **3.4 Pre-Proposal Conference**

A pre-proposal conference will be held at the time and place indicated in the Notice to Contractors. Questions received in writing, as well as any other questions brought up at the conference, will be answered, to the extent possible, at that time.

Oral questions which are material to the solicitation will be documented at the conference, and questions and answers will be posted to the Yuba-Sutter Transit website: [www.yubasuttertransit.com](http://www.yubasuttertransit.com)

Any changes, interpretations, or clarifications considered necessary by Yuba-Sutter Transit in response to PROPOSER questions will be posted online at the above website addresses as addenda. Only answers issued in writing and/or posted on the Yuba-Sutter Transit website will be binding on Yuba-Sutter Transit. Oral and other interpretations or clarifications including those provided at the pre- proposal conference will be without legal effect.

### **3.5 Written Questions**

PROPOSERS may submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and appendices to be received no later than 5:00 p.m. on the date listed in the RFP Schedule. The preference for method of submission of written questions is via email to the following person:

Adam Hansen  
Planning Program Manager  
Email: [Adam@yubasuttertransit.com](mailto:Adam@yubasuttertransit.com)  
Telephone/FAX: (530) 834-6880 or (530) 634-6888

Yuba-Sutter Transit will not respond to questions received after the time and date listed in the RFP Schedule unless the question is deemed vital to the scope of this RFP. At such time, the submission date of the RFP will be extended. All written questions and answers between Yuba-Sutter Transit and the PROPOSERS will be documented and posted at the website addresses listed in Section 3.4.

### **3.6 Clarifications/Interviews**

Yuba-Sutter Transit reserves the right to base its decision solely on the written proposals without performing interviews. PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSERS shall be prepared to attend an interview with the Evaluation Committee. The PROPOSER'S selected team or individual must be available to answer questions at the interview and may be questioned individually.

The interview, only if interviews are required, will occur in accordance with the RFP Schedule. The PROPOSER will be advised of the specific time and place. PROPOSERS will be provided information with regard to specific accommodations that will be made when they are provided the specific place and time of interviews. Submission of a proposal does not guarantee the Proposer an interview.

### **3.7 Accuracy in Reporting Requested Information**

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will, at the sole discretion of Yuba-Sutter Transit, be grounds for removal of a proposal from further consideration. Should a PROPOSER be awarded a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by Yuba-Sutter Transit will be, at the Yuba-Sutter Transit's sole discretion, grounds for default.

## **SECTION 4. PROPOSAL REQUIREMENTS**

### **4.1 Performance Requirement**

The successful PROPOSER (hereafter “CONTRACTOR”) will be required, at all times during the terms of the Contract, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor, supervision, as required under the Contract. Any proposal submitted must be for the entire scope of services. The CONTRACTOR shall conduct all work in the CONTRACTOR’s own name and as an independent contractor, and not in the name of, or as an agent for Yuba-Sutter Transit.

### **4.2 Content of Technical Proposals**

**(Technical proposal shall be in a separate sealed envelope and clearly marked “Technical Proposal for RFP 02 –2018 Information Technology Services”)**

The following items must be included in the PROPOSER’S technical proposal for it to be considered complete and responsive.

#### *Documentation of Qualifications and Related Experience*

This section of the proposal should demonstrate the ability of the Contractor to satisfactorily perform the required work by way of its demonstrated competence and experience in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; competitive advantages over other firms in the same industry; strength and financial stability, and supportive client references.

Proposer’s proposed management team, shall each have a minimum of five (5) years recent experience in the relevant field.

Provide a brief narrative description of your firm’s background and experience in providing Information Technology services as described in the scope of services section of this RFP and as required by the contract. Explain why your firm is best qualified to provide the services.

PROPOSER shall include two organizational charts. The first chart illustrating the firm’s staffing structure, including duties/titles and the second chart illustrating the names, reporting structure, brief job description, and number of years with PROPOSER’S firm for each of the proposed project team.

#### **Client References**

Provide a client reference list of no fewer than 3 government clients or similar sized business establishments for which the PROPOSER provides or has provided similar IT support services as

those requested by Yuba-Sutter Transit. Client references shall be current (where PROPOSER is currently providing services to the client) or recent (where within the past three calendar years PROPOSER has provided services to the client). The Client reference contact information shall include name of agency, contact person, telephone numbers, and a valid email.

### *Technical Approach and Methodology*

Describe your firm's approach, capacity, and management philosophy towards providing the scope of services described in the RFP.

This section should establish the Contractor's understanding of Yuba-Sutter Transit's objectives, ability to meet the objectives, and provide a concise plan for how this will be accomplished. The proposal should also give particular attention to how the Contractor will approach becoming familiar enough with the infrastructure and core systems to function effectively.

The descriptions should demonstrate your firm's and your team's experience relevant to the scope, costs, conditions and delivery method of the work or projects listed in this RFP.

### *Implementation Plan*

The PROPOSER shall include a detailed Implementation Plan. This plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth start-up of the project, and if necessary, transition from the current provider. The plan should also document training schedules, start-up plan, completion on initial tasks outlined in section 2.2, and acquisition of necessary personnel, equipment, licenses and any other activities necessary to begin work on the scope of services.

## **4.3 Content of Cost Proposal**

**(Cost proposal shall be in a separate sealed envelope and clearly marked "Cost Proposal for RFP 02 –2018 Information Technology Services")**

The following items must be included in the PROPOSER's Cost Proposal for it to be considered complete and responsive.

### **Cost Proposal (Appendix A, Form 1)**

PROPOSER shall provide Cost proposals (using Appendix A, Form 1, Cost Proposal) which shall provide the hourly rate charged, listed by title and/or job description that the proposer is offering. Rates shall include all overhead, travel costs, profits, taxes, and insurances. Vendor may not separately bill Yuba-Sutter Transit for any of these costs. It is anticipated that these rates will remain steady over the three-year base term. Any anticipated increases to the hourly rate during the optional term years must be outlined. Subcontractors shall also be

listed on Cost Proposal if any are known at this time. Cost proposals shall be submitted in a separate sealed envelope and clearly marked as the Cost Proposal.

Additional tasks during the term of the contract can be completed for a negotiated lump sum, or the hourly rates for such tasks would be those established in the Cost Proposal.

The PROPOSER shall provide hourly rates that assume that the Proposer shall be responsible for all insurance cost as outlined in Section 4.4.

#### **4.4 Insurance**

- Insurance must be provided for in accordance with the Draft Agreement in Exhibit C.

#### **4.5 Willingness to Accept Proposed Arrangements**

Submission of a proposal constitutes an offer to enter into a binding legal contract with Yuba-Sutter Transit on all of the terms specified in this RFP, including Appendix A - Required Forms, and Exhibit C, General Terms and conditions, which are the framework of our Standard Contract.

## **SECTION 5. EVALUATION AND SELECTION**

### **5.1 Evaluation and Selection Process**

Proposals submitted in response to this RFP will be evaluated by the Evaluation Committee established by Yuba-Sutter Transit, in accordance with the criteria and procedures set forth in this Request for Proposals. This section incorporates those rights and procedures noted in RFP Section 1.2 - Yuba-Sutter Transit's Rights.

The primary desire of Yuba-Sutter Transit for this procurement is to ensure an award will be made based on the highest quality of service that best matches Yuba-Sutter Transit's requirements using the Best Value methodology.

The Evaluation Committee will submit its recommendation to the Yuba-Sutter Transit Board of Directors for an award to be made based upon the Evaluation Committees' determination of the responsible Proposer whose proposal is most advantageous to Yuba-Sutter Transit.

### **5.2 Evaluation Criteria**

The following items constitute the evaluation criteria (and their respective weights), which Yuba-Sutter Transit will use in evaluating proposals submitted in response to this RFP.

1. Qualification of the Firm (Technical) - 30%: Technical experience in performing work of a closely similar nature; experience working with public agencies; record of completing work on schedule and within budget; strength and stability of the firm; technical experience and strength and stability of proposed sub consultants; assessments by client references
2. Qualifications and Experience of Team and Key Staff - 25%: Qualifications of project staff, particularly key personnel (i.e. project manager); key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. Project Understanding and Methodology – 20%
4. Cost and Price - 25%: Reasonableness of the billing rates and overall price submitted and competitiveness of these rates with other offers received.

PROPOSERS who remain in the competitive range following the initial evaluation of written proposals may be invited (only if interviews are required) to demonstrate their qualifications, experience and project approach before the Evaluation Committee. There will not be a



separate “interview” score. The Evaluation Committee may raise or lower criteria scores based on information and clarifications gained during the interview process.

Yuba-Sutter Transit reserves the right to make an award solely on a PROPOSER’S written proposal alone and is not required to conduct interviews.

### **5.3 Notification to Unsuccessful Proposers**

All PROPOSERS shall be notified of Yuba-Sutter Transit Evaluation Committee’s recommendations by way of a Notice of Intent to Award (this will serve as the final committee recommendation) within five (5) working days of said recommendation.

## SECTION 6. PROTEST PROCEDURES

### 6.1 Protest Filing Procedures

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

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

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

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

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

#### *Required Contents*

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

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

#### *Request for Reconsideration*

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

## **6.2 Pre-Bid Protests**

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

### *Responses*

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

## **6.3 Pre-Award Protests**

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

### *Responses*

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

## **6.4 Post-Award Protests**

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

### *Responses*

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

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

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

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

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

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

## **6.5 Appeal to FTA**

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

### *FTA's Role and Responsibilities*

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

### *Requirements for the Protester*

The protestor must:

(a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder whose direct economic interest would be affected by the award or failure to award the third party contract at issue.

1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an “interested party,” because it does not have a direct economic interest in the results of the procurement.

(b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient’s protest procedures to completion before appealing the recipient’s decision to FTA.

(c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient’s final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient’s failure to have or failure to comply with its protest procedures or failure to review the protest.

Appeals to FTA and Caltrans should be sent to:

|                                |     |   |
|--------------------------------|-----|---|
| FTA Region IX                  |     | California Department of Transportation |
| 201 Mission Street, Suite 1650 | and | Division of Mass Transportation         |
| San Francisco, CA 94105        |     | P.O. Box 942874, M.S. 39                |
|                                |     | Sacramento, CA 94274-0001               |

### *Extent of FTA Review*

As provided in the Common Grant Rule for governmental recipients, FTA will limit its review of third party contract protests as follows:

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

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

### *Violations of Federal Law or Regulations*

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

### *Violations of State or Local Law or Regulations*

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

### *FTA Determinations to Decline Protest Reviews*

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

## SECTION 7. SCOPE OF SERVICES

NOTE: For the purposes of Section 7 "Scope of Services," the term "Contractor" or "Consultant" represents the successful PROPOSER(S)

### 7.1 General

Yuba-Sutter Transit is seeking to award a contract for Information Technology Services to a qualified firm that can provide on-site and remote technical support. The contractor must be able to provide a full range of Information Technology services inclusive of the following:

- The successful contractor will function as Yuba-Sutter Transit's day-to-day IT Division.
- On-site, remote network and on-call services including emergencies during or after normal business hours.
- Information technology infrastructure, desktop and phone support services.
- Managing and facilitating third-party software license agreements.
- Project related work and subject matter expertise for complex and difficult to solve issues.
- Purchase hardware and software on behalf of Yuba-Sutter Transit.
- Other services as required by Yuba-Sutter Transit.

The IT Services Contractor must be innovative in the manner in which it provides technical services so that Yuba-Sutter Transit management and staff may focus on serving the public. The Contractor must provide reliable, forward thinking solutions to technical problems in a precise and timely fashion in order to better serve Yuba-Sutter Transit management and staff.

Under general direction of the Planning Program Manager, the successful Contractor will be responsible for all facets of the IT function, and shall support all Yuba-Sutter Transit departments and assigned projects.

The Contractor must work collaboratively with all Yuba-Sutter Transit departments to provide technical support. The Contractor must maintain desktops, printers, copiers, handheld devices, NEC phone systems, network infrastructure, technology integration and maintenance of security camera systems, manage Yuba-Sutter Transit's third-party IT related Contracts, Software License Agreements, and various specific transit technology applications.

| Facility                                     | Address                                     | Jurisdiction             |
|--|---|--------------------------|
| Yuba-Sutter Transit Operations & Maintenance | 2100 B St                                   | City of Marysville       |
| Bogue Road Park & Ride                       | 1261 Bogue Road (Bogue & Hwy 99)            | Yuba City                |
| McGowan Parkway Park & Ride                  | Powerline Road & McGowan Pkwy (Hwy 70)      | Olivehurst, Yuba County  |
| Plumas Lake Park & Ride                      | Feather River Blvd & Chalice Creek (Hwy 70) | Plumas Lake, Yuba County |

## 7.2 Current Technology Environment

All Yuba-Sutter Transit staff has access to and heavily use a virtual set of shared drives for their daily work. Mission critical data resides on the shared drives. Ensuring staff has network access to the data is a key element of the services required under this contract along with connectivity to local printers and the internet. The following list of IT assets is provided to help proposer determine the sale and scope of the RFP.

### *Desktop/Laptop Environment*

- Five desktop computers assigned to employees.
- One desktop computer at front desk for processing pass and fare purchases through the INIT Connect Transit Card system.
- Three desktop computers used in dispatch office.
- One desktop used for accessing REI onboard surveillance videos.
- Microsoft Windows tablet used to monitor park & ride surveillance systems.

### *Software*

- Microsoft Office 2010 and later versions.
- Microsoft Office 365 Exchange online.
- Adobe Acrobat Reader and Adobe DC.
- Internet Explorer and Chrome.
- QuickBooks set up in a shared database for multi-user access.

### *Print Services*

- Interface to network for Kyocera Copier/Printer model 5550ci (Leased).
- Interface to network for Kyocera Copier/Printer model 5500i (Leased).
- Interface to network for HP Color LaserJet CP2025.
- Connect Transit Card discount card printer Fargo DTC 1250e.

### *Remote Access*

- Responsibility of contractor

### *Phone System Services*

- NEC Digital Phone system was installed by Telelink Communications, Inc.
- TPX is the phone service provider.
- AT&T provides DSL internet service, security line and fire line.



### *Network Protection Services (Security)*

- Palo Alto PA-500 firewall.

### *Network*

- AT&T DSL internet to be upgraded to Comcast broadband service in early 2018.
- Cisco Catalyst 2900 Series switch
- 5 Aruba Instant Access Points for internet and REI data downloads
- 2 Cisco Access Points linked to Verizon network card for uploading fare data from buses

### *Website*

- Yubasuttertransit.com is updated and edited in house with support from <http://www.getstreamline.com/>

### *Server*

- Dell PowerEdge R210 II is the main file server. This server is not under warranty. Service Tag: DSS4YQ1
- Dell PowerEdge R320 is the REI server which has the MS 2012 SQL database and is the data and video repository. Server has onsite service after remote diagnosis and ProSupport until March 2019. Service Tag: 8XQFH02

### *SQL Services*

- MS 2012 SQL Server database is required by REI software.

### *Surveillance Camera Systems*

- 12 Camera Surveillance System at 2100 B St contains interior and exterior camera.
- 6 Camera wireless solar powered surveillance system at the McGowan Park & Ride.
- 6 Camera wireless solar powered surveillance system at the Plumas Lake Park & Ride.
- 6 camera surveillance system with individual DVR assigned to each camera at the Bogue Road Park & Ride.

### *Other Services*

Technical assistance may be required to integrate hardware components such as:

- REI ARMOR software to manage cameras installed on buses.
- Exacqvision software used to download surveillance videos from Park & Ride.
- Connect Transit Card electronic fare system developed by INIT.

## **7.3 Work Space/Equipment**

Yuba-Sutter Transit will not be responsible for providing any furniture, fixtures, or equipment for use by Contractor's employees at any of the Yuba-Sutter Transit locations. Contractor's employees are not to be permanently located on site and Contractor shall be responsible for providing their own office supplies.

### *IT Services*

Contractor's staff must be knowledgeable and experienced with all of required IT Services listed here. The Contractor's proposal must include a statement in the work plan, describing the Contractor's knowledge and experience with each of the categories of required IT Services in a public transit setting. Contractor is expected to be on site on a as needed basis.

**NETWORK MAINTENANCE SERVICES** - Typical duties shall include, but are not limited to:

- Maintenance of all Yuba-Sutter Transit's network equipment including switches, routers, firewalls, bridges, access points and cabling infrastructure, printers, network copiers/scanners.
- Analysis, routine configuration changes, and installation of patches and upgrades.
- Configuration of alert notifications.
- Documentation of network configuration information.
- Maintain and service existing LAN.
- Installation and maintenance of network cabling, fiber, jacks, patch panels and wiring modifications.
- Coordinating employee access – passwords, etc.
- Maintain NEC digital phone system.

**MAINTENANCE SERVICES** – Typical duties shall include, but are not limited to:

- Management of computer systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications, and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system.
- Coordinate warranty repairs or make repairs when equipment is no longer under warranty.
- Preventive equipment maintenance.
- Review, adjust, and ensure back-up job settings are correct. Periodic test of back-up and restore capabilities and report results to Yuba-Sutter Transit staff.
- Set up new users and edit or remove existing and former users on server.
- Management of user logins and security.
- Configuration management, including changes, upgrades, patches, etc.
- Installation and support of specialized software products used in relation to transit planning and operations.
- Coordinate multi-server environment.
- Assist Yuba-Sutter Transit with new purchases and upgrades of software, coordinating between software vendors and Yuba-Sutter Transit, where applicable.

**DESKTOP ADMINISTRATION SERVICES** – Typical duties shall include, but are not limited to:

- Perform basic support functions including installing PCs, laptops, printers, and office automation software.
- Diagnosing and correcting desktop application problems.

- Configuring laptops and desktops for standard applications.
- Identifying and correcting end user hardware problems.
- Performing advanced troubleshooting and preventative maintenance.
- Coordinating warranty repairs or make repairs when equipment is no longer under warranty.
- Assist Yuba-Sutter Transit personnel with software and hardware purchases.

MOBILE DEVICE MAINTENANCE – Typical duties shall include, but are not limited to:

- Maintenance and support mobile laptop systems, field printers, air cards, etc.
- Configuration assistance and set up for users with handheld devices.

MISCELLANEOUS MAINTENANCE & SUPPORT SERVICES – Typical duties shall include, but are not limited to:

- Support and maintenance of the NEC digital phone system.
- Phone and internet connectivity in conjunction with multiple service providers (AT&T, Verizon, etc.)
- Assist with operator file maintenance, and software use as needed.
- Maintain asset and licensing inventory
- Provide project management services for IT related tasks.

SECURITY – Typical duties shall include, but are not limited to:

- Maintenance of virus detection programs on Yuba-Sutter Transit servers, email and all other Yuba-Sutter Transit computers and laptops.
- Perform security audits as requested and notify Yuba-Sutter Transit personnel immediately of suspected breaches of security or intrusion detection.
- Provide maintenance of firewall and routers to ensure secure Internet access from Yuba-Sutter Transit’s facilities.
- Yuba-Sutter Transit maintains all passwords required to support its information technology Contractor. Contractor agrees to maintain the security of all passwords.

ANTIVIRUS/SPYWARE/SPAM FILTERING SOFTWARE – Typical duties shall include, but are limited to:

- Maintain enterprise Antivirus and Spyware software for all servers, desktops and laptops.

DEVELOPMENT – Typical duties shall include, but are limited to:

- Remain educated on new technology solutions and advise management of opportunities and needs.
- Develop specifications for hardware required by new enterprise applications and purchase hardware for new applications.
- May be tasked with developing a disaster recovery plan.

PERSONNEL – Contractor shall provide staff fully capable of performing all support functions

and required to be on site on an as needed basis. Qualifications of personnel shall include, but are not limited to:

- Fully qualified to perform the required work listed in this RFP and the Contract.
- Licensed/Certified/Trained on the latest versions and releases of any product required to perform services.
- Capable of supporting legacy systems currently in use at Yuba-Sutter Transit.
- Ability to communicate effectively (orally and in writing) so that designated Yuba-Sutter Transit non-technical personnel can solidly understand the information at hand and make informed decisions.
- Ability to deal tactfully with users.
- Ability to work productively with minimum supervision.
- Ability to perform a variety of complex tasks, work well under pressure with considerable accuracy and efficiency.
- Ability to perform all tasks in a responsible and timely manner.

#### **7.4 Procurement**

Occasionally, Contractor may need to coordinate with Yuba-Sutter Transit for the procurement of any applicable hardware, software, and service providers as needed to fulfill the requirements of this contract. However, Yuba-Sutter Transit shall have final authority to approve purchases. Contractor proposal must include a statement describing its knowledge and experience with procurement, including procurement on behalf of a public agency. The applicable hardware/software shall be procured on behalf of and owned by Yuba-Sutter Transit. All purchases made on behalf of Yuba-Sutter Transit shall be reimbursed at cost.

#### **7.5 Policy & Specifications Development**

Contractor shall provide the necessary expertise to research, develop, and write Information Technology policies consistent with industry standards and to the satisfaction of Yuba-Sutter Transit.

#### **7.6 Transition Plan**

The current IT support contractor has agreed to meet with incoming contractor to help smooth the transition and transfer knowledge. After initial meeting, current contractor will only be available through electronic means.

#### **7.7 Performance Measures**

Contractor's proposal must include a statement describing what steps it will take to ensure all performance measures are met in a timely and satisfactory manner. Yuba-Sutter Transit will define final performance measures during contract review and negotiations. Performance measures will include but are not limited to the following:

- Agree to due dates and milestones for projects and make sure they are met as outlined in work plans.
- Track helpdesk tickets/call resolved.
- Ask for feedback from departments to make sure that improvements are continual.
- Keep Yuba-Sutter Transit team (non-technical staff) informed on status of all work tasks.

## **7.8 Budget and Term**

The budget for IT Services is variable dependent upon projects, technical assistance required, and equipment. Tasks will be issued by Yuba-Sutter Transit on an as needed basis.

The initial term of the Contract shall be for a three-year term, commencing upon full execution of the Contract and issuance of a written Notice to Proceed. Yuba-Sutter Transit reserves the right, in its sole discretion, to exercise two (2) one-year option terms. The initial term and any option term(s) is subject to Yuba-Sutter Transit's right to terminate the Contract.

**APPENDIX A  
REQUIRED FORMS**

**FORM 1 – COST PROPOSAL**

The hourly rates listed below will be used for billing work performed and to negotiate any and all future additional tasks issued under the Contract. The hourly rate should be fully burdened, including all costs, benefits, and overhead associated with position and description proposed. In addition to the prime contractor rates, this sheet should include any and all hourly rates from subcontractors proposed to meet the RFP Scope of Services. Subcontractor rates should include any prime contractor overhead associated with subcontractor management.

Changes to hourly rates will only be considered following the initial three-year term, but will be capped at the year over year percent increase as published in the Bureau of Labor Statistics Consumer Price Index for all urban consumers.

| POSITION | DESCRIPTION | RATE/HR* | ANTICIPATED %<br>OF WORK TO BE<br>PROVIDED BY<br>POSITION |
|----------|-------------|----------|---|
|          |             |          |   |
|          |             |          |   |
|          |             |          |   |
|          |             |          |   |
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|          |             |          |   |
|          |             |          |   |
|          |             |          |   |

Please review the Standard Contract Compensation terms before submitting the Rate Proposal.

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

Signature of Authorized Official: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Print Name: \_\_\_\_\_

## FORM-2--CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

### BEFORE COMPLETING THIS CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION.

The \_\_\_\_\_ certifies to the best of its knowledge and  
(Firm name/principal)  
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 commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

The primary participant, \_\_\_\_\_ 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.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## FORM 3--DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME \_\_\_\_\_

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

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

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### CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: \_\_\_\_\_

DATE EXECUTED: \_\_\_\_\_

EXECUTED IN THE COUNTY OF: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ FEDERAL I.D. NUMBER: \_\_\_\_\_



**FORM 4--NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_,

Being first duly sworn deposes and says:

That he is \_\_\_\_\_ of the firm of \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

Official Address:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

## FORM 5--ELIGIBLE BIDDER CERTIFICATION

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

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

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

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name of Bidder/Proposer

By \_\_\_\_\_

Title \_\_\_\_\_

**FORM 6--WORKER'S COMPENSATION INSURANCE CERTIFICATION**

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

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

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Signed (Contractor)

Date

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Print Name and Title

## **EXHIBIT A --SCOPE OF WORK**

### **1. Specified Documents.**

Contractor shall perform those services specified in detail here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. Yuba-Sutter Transit has materially relied upon the representations of Contractor as may have been made in Yuba-Sutter Transit's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified herein. Said Scope of Services consists of, and includes, the following documents:

- a. Yuba-Sutter Transit Staff Report to Yuba-Sutter Transit Board Dated [staff report date], and approved by Yuba-Sutter Transit Board on [Board Action];
- b. Yuba-Sutter Transit's Solicitation: Enter Solicitation Number- [Enter SolicitationTitle];
- c. Contractor's written response to the Solicitation dated [Date of accepted proposal];
- d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to Yuba-Sutter Transit's selection board and thereafter to the officers and employees of Yuba-Sutter Transit who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which Yuba-Sutter Transit has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

### **2. General Scope of Work**

General Scope of the RFP

### **3. Tasks**

### **4. Deliverables**

## EXHIBIT B--BUDGET DETAIL AND PAYMENT PROVISIONS

- A. Compensation. This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed [Not to Exceed Amount], as set forth on Contractor’s “Cost/Fee Proposal” which includes all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.
- B. Progress Payments. Payment for Contractor’s services shall be due in the amounts agreed upon, if any, upon acceptance by Project Manager of those deliverables marking completion of a particular portion or period of the Project and as invoiced in accordance with Contractor’s proposal.
- C. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid Contractor under this Contract exceed the sums set forth herein unless pursuant to written amendment of this Contract approved by Yuba-Sutter Transit’s Board.
- D. Method of Payment. Contractor shall submit an invoice identifying the Project deliverable or milestone, along with a brief status statement of the Study’s progress to date for which payment is sought, no later than thirty days after Yuba-Sutter Transit’s acceptance of such deliverable/milestone. Yuba-Sutter Transit shall endeavor to make payments within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be made in writing and delivered or mailed to the Yuba-Sutter Transit Planning Program Manager as follows:
- E. Cost/Fee Proposal If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

Yuba-Sutter Transit Authority  
Attn: Planning Program Manager  
2100 B St.  
Marysville, CA 95901

Unless Milestone payments are established in the Contractors Cost/Fee Proposal or Summary, Contractor shall invoice no more often than every month, and shall set forth in the invoice the hours worked, progress made, and provide adequate documentation regarding materials utilized during performance of the work.

Travel time to any Yuba-Sutter Transit worksite within the Yuba-Sutter Transit service area will not be paid to the Contractor, and any related overhead should be figured into the total hourly rate.

## EXHIBIT C—GENERAL TERMS AND CONDITIONS

1. Acceptance and Rejection: Yuba-Sutter Transit reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the proposer, to accept any item in the proposal. If a unit price or extended price is obviously in error and the other price is obviously correct, the incorrect price will be disregarded.
2. Time for Consideration: Unless otherwise indicated in the proposal, the offer shall be valid for 90 days from the due date of the solicitation.
3. Payment Terms: Payment terms are Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. Yuba-Sutter Transit is responsible for all payments under the contract.
4. Funding Requirements: Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
  - (a) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, and Office of Management and Budget Circular A-87, Revised “Cost Principles for State, Local and Indian Tribal Governments.”
  - (b) Maintain at least the minimum state-required Workers’ Compensation Insurance for those employees who will perform the work or any part of it.
  - (c) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any subcontractor in performing work associated with this Agreement or any part of it.
  - (d) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
  - (e) Permit Yuba-Sutter Transit, SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
  - (f) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.

5. Specifications: Any deviation from specifications indicated herein must be clearly stated by the proposer in writing; otherwise, all items or work offered by the proposer shall be deemed to be in strict compliance with these specifications, and the successful proposer will be held responsible therefore. Deviations must be explained in detail in the proposal or on an attached sheet(s). This paragraph shall not be construed as inviting or permitting any deviation whatsoever by proposer or implying that any such deviation will be acceptable to Yuba-Sutter Transit.

6. Award of Contract: Qualified proposals will be evaluated and acceptance made of the best value proposal to Yuba-Sutter Transit as determined upon consideration of such factors as: price offered; the quality of the articles offered; the general reputation and performance capabilities of the proposer; the substantial conformity with the specifications and other conditions set forth in the proposal; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Yuba-Sutter Transit, within its sole and exclusive discretion, to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Yuba-Sutter Transit or the proposer, Yuba-Sutter Transit reserves the right to accept any items or groups of items on a multi-item proposal.

Yuba-Sutter Transit reserves the right to make partial, progressive or multiple awards where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; or other factors deemed by Yuba-Sutter Transit to be pertinent or peculiar to the purchase in question.

7. Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify Yuba-Sutter Transit at once, indicating the specific regulation which required such alterations.

Yuba-Sutter Transit reserves the right, within its sole and exclusive discretion, to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

8. Exceptions: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a proposer's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a proposer may be grounds for rejection of the proposal. The proposer specifically agrees to the conditions set forth in this paragraph by affixing his name and signature on the proposal Transmittal Letter.

9. Confidentiality of Proposals: Access to government records is governed by the California Public Records Act (Gov. Code 6250 et seq.). Except as otherwise required by the California Public Records Act, Yuba-Sutter Transit will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which a proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole

pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. The Price Proposal and its contents shall not be considered proprietary information.

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

11. Situs: The place of all contracts, transactions, agreements, their situs and forum, shall be Yuba County, California, wherein all matters shall be determined, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Request for Proposal, or any contract which may be awarded as a result of this solicitation.

### **Insurance**

During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverage requirements (the comprehensive general liability insurance shall include broad form property damage insurance):

1. Minimum Coverage (as applicable) - Insurance coverage shall be with limits not less than the following:

(a) Comprehensive General Liability - \$1,000,000/occurrence and \$2,000,000/aggregate, including ongoing and completed operations coverage

(b) Automobile Liability - \$1,000,000/occurrence (general) and \$1,000,000/ occurrence (property) (include coverage for hired and non-owned vehicles)

(c) Professional Liability/Malpractice/Errors and Omissions - \$1,000,000/occurrence and \$2,000,000/aggregate (if any engineer, architect, attorney, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

(d) Workers' Compensation - Statutory Limits/Employers' Liability - \$1,000,000/ accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. Yuba-Sutter Transit, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverage. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

3. Any available insurance proceeds in excess of the specified minimum limits and coverage set forth above shall be available to the Authority as an additional insured. All coverage available shall be as broad as the coverage afforded to the named insured and nothing in any agreement with the Authority shall limit or lessen



the coverage afforded to the Authority as an additional insured to the extent coverage would be available to the named insured under the policy in question. All insurance policies required to be carried shall provide for severability of interests; shall provide that an act or omission of any of the named or additional insured's shall not reduce or avoid coverage to the other named or additional insured's and shall afford coverage for all claims based on acts, omissions, injury or damage which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy. All insurance shall be primary and non-contributory.

4. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis.

5. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and Yuba-Sutter Transit reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement are available throughout the performance of this Agreement.

6. Any deductibles or self-insured retentions must be declared to and are subject to the approval of Yuba-Sutter Transit.

7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Yuba-Sutter Transit or after ten (10) days for delinquent insurance premium payments.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by Yuba-Sutter Transit.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects Yuba-Sutter Transit, its officers, agents, employees and volunteers. Any insurance maintained by Yuba-Sutter Transit shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

11. The insurer shall waive all rights of subrogation against Yuba-Sutter Transit, its officers, employees, agents and volunteers.

12. Prior to commencing services pursuant to this Agreement, Contractor shall furnish Yuba-Sutter Transit with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of Yuba-Sutter Transit before work commences. Upon request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

13. During the term of this Agreement, Contractor shall furnish Yuba-Sutter Transit with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of

the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

AGENDA ITEM IV – E  
STAFF REPORT

**SAN JOAQUIN JOINT POWERS AUTHORITY (SJJPA) AND SAN JOAQUIN  
REGIONAL RAIL COMMISSION (SJRRC) GRANT APPLICATION  
LETTER OF SUPPORT**

Attached for Board review and approval consideration is a draft letter of support for a joint application by the San Joaquin Joint Powers Authority (SJJPA) and San Joaquin Regional Rail Commission (SJRRC) for a grant from the Transit and Intercity Rail Capital Program (TIRCP). The proposed project would result in the extension of both the Amtrak San Joaquins and the Altamont Corridor Express (ACE) passenger rail services to Sacramento. Such extensions would significantly improve rail connections between the Sacramento region and both the San Joaquin Valley and the Bay Area while better positioning Marysville for the restoration of rail service in the future.

Staff is now requesting authorization to sign the draft letter of support and will be prepared at the meeting to discuss this issue in detail.

**RECOMMENDATION:** Authorize execution of a letter of support as proposed.

*Letterhead*

*Date*

Brian P. Kelly, Secretary  
California State Transportation Agency  
915 Capitol Mall, Suite 350B  
Sacramento, CA 95814

RE: SJJPA/SJRRRC TIRCP 2018 Grant Application – Support for Improved Passenger Rail Service to Sacramento

Dear Secretary Kelly,

XXXX would like to express our strong support for the grant application submitted by the San Joaquin Joint Powers Authority (SJJPA) and the San Joaquin Regional Rail Commission (SJRRRC) that seeks funding under the Transit and Intercity Rail Capital Program (TIRCP). The proposed project will use rail infrastructure to better connect travelers to and from the Sacramento region with the San Joaquin Valley and the Bay Area. The planned improvements to passenger rail service are cost effective and can be implemented quickly and efficiently. This is an incredibly unique and important opportunity to dramatically improve the regional transportation network and transform how Californians move through the Central Valley and beyond.

The requested grant funding will enable in the near term two more daily round trips for the Amtrak San Joaquins service from Fresno to the Sacramento region using the BNSF Stockton Subdivision and the UPRR Sacramento Subdivision, as well as the extension of Altamont Corridor Express (ACE) service to/from Sacramento. The funding will also enable buildout of new stations located in Lodi, Elk Grove, Sacramento City College, Midtown Sacramento, Old North Sacramento, and Natomas. These new station locations will serve the region well, and a shuttle connection between the Natomas station and the Sacramento International Airport offers a travel solution for residents throughout the Valley.

Extending the ACE service between Natomas and San Jose and between Merced and Natomas will offer a new direct connection between Sacramento and the Bay Area, while increasing frequency of Amtrak San Joaquins service will improve connectivity between the San Joaquin Valley and Sacramento.

The SJJPA/SJRRRC proposed rail project would bring major benefits for the entire Central Valley region:

- Better frequency. In order for the service to become a more useful and reliable piece of the Sacramento regional transportation network, it is essential to increase frequency of service.
- Better access in Sacramento. By building new platforms along the Sacramento Subdivision tracks, riders would now have access to multiple stations that serve the region in convenient locations and connect to the Sacramento Regional Transit network.
- Better mobility options. Improving frequency of service to the Sacramento market would provide an attractive way to connect travelers to the state capital – an important opportunity to serve business travelers and respond to economic development patterns.

- Direct connection to Bay Area markets. Sacramento is part of a growing mega-region with key economic opportunities that depend on easy access to the Bay Area. The proposed ACE extension would complement the existing Capitol Corridor service, connecting Sacramento to different parts of the Bay Area and facilitating future growth.

Overall, this project would also bring significant environmental benefits by reducing car travel and congestion and therefore reducing greenhouse gas emissions (GHG). The GHG benefits of rail would continue to grow over time as frequency increases and rider population grows.

Improved passenger rail is an essential component of the future transportation network for the Northern California mega-region and the greater Central Valley. Increased frequency will make the service a viable and attractive option for business travelers, leisure travelers, and those living in transit-dependent households. It will drive economic growth, encourage transit-oriented development, and increase bicycle and pedestrian activity for connections to the stations.

XXX strongly supports this plan for improved passenger rail. Overall, we see this project as an important strategy to reduce congestion, improve quality of life, and pursue a comprehensive and more sustainable transportation network for our future.

Thank you for considering the SJJPA/SJRRRC grant application.

Sincerely,

XXX