



Request for Proposals (RFP)

for

GTFS-Real Time Feed Development and Customer Facing Application

RFP No, 24-12

Yuba-Sutter Transit Authority
2100 B St, Marysville, CA 95801

Proposals must be submitted electronically no later than
4:00 p.m. (PST) on January 31, 2025

Late Proposals will be Rejected

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INTRODUCTION / BACKGROUND

Yuba-Sutter Transit is seeking Proposals from qualified vendors to provide vehicle GTFS real-time feed creation and hosting services for its local and commuter bus services. This procurement aims to enhance Yuba-Sutter Transit's ability to provide efficient, reliable, and user-friendly transportation by real-time vehicle tracking riders have been accustomed to.

Agency Overview

The Yuba-Sutter Transit Authority (Yuba-Sutter Transit or the Authority) is the sole provider of public transit service in Yuba and Sutter Counties under a joint powers' agreement between Sutter and Yuba Counties and the Cities of Marysville and Yuba City. Under the current operating contract with Storer Transit Systems, Inc., Yuba-Sutter Transit provides four distinct public transit services within the urbanized and rural areas of the counties as listed below:

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

Yuba-Sutter Transit currently operates a fleet of 55 buses ranging in capacities of 12 to 57 seated passengers. Due to the pandemic, ridership dropped to a 25-year low of 347,891 trips in FY 2020-21 but has since begun to recover and provided 573,966 trips in FY 2024.

The local fixed route system provides service every 30 to 60 minutes on six routes with 12 buses in all day service Monday through Friday in Yuba City, Marysville, Linda and Olivehurst. Local fixed route service is provided each weekday from approximately 6:30 a.m. to 6:30 p.m. and from approximately 8:30 a.m. to 5:30 p.m. on Saturdays. No service is provided on Sunday or major holidays. The Authority contracts with Storer Transportation for the operation of all transit services including management, drivers, maintenance staff and cleaning staff. When referencing the Authority throughout this RFP, Storer staff is included.

Project Overview

Yuba-Sutter Transit serves the cities of Yuba City, Marysville, and surrounding areas, offering both local and commuter bus services to meet the needs of residents and commuters. This project will utilize Yuba-Sutter Transit’s existing hardware on buses to create a GTFS real-time feed for the Authority’s approximately 33 local and commuter bus fleet. The GTFS real-time feed will ensure accurate updates for passengers and operational staff via a vendor provided customer application. Riders will be able to view bus locations in real-time via the app or web interface, improving the overall passenger experience.

Project Schedule

The project, including all testing phases and staff training, is expected to be completed within **three** months of contract execution. This schedule outlines critical milestones, ensuring a smooth transition to the new systems.

- RFP Release: December 6th, 2024
- Last day to submit questions: December 20th, 2024
- Response to Questions posted: January 10th, 2025
- RFP Submittal Due: 4:00 p.m. (PST) on January 31st, 2025
- Vendor Interviews (if necessary): February 18-20th, 2025
- Notice of Intent to Award: February 21st, 2025
- Anticipated project award: March 20th, 2025

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

Proposal Evaluation

The evaluation process for proposals submitted in response to this RFP will focus on determining the best overall value for Yuba-Sutter Transit based on technical quality, experience, system functionality, and overall cost-effectiveness. The evaluation team will assess each proposal to ensure it meets the requirements outlined in the RFP and will apply the scoring criteria specified below.

1. Evaluation Criteria

Proposals will be scored according to the following criteria:

- **Technical Approach and Methodology:** Evaluates the proposed solution’s technical functionality, features, and methodology, including the vendor’s plan for implementation, training, and innovative approaches to meet operational requirements.

Evaluation Criteria	Points
1. Technical Approach and Methodology	30
- System Functionality and Features	15
- Implementation Plan and Timeline	10
- Innovation and Problem-Solving	5
2. Experience and Qualifications	20
- Relevant Project Experience	10
- Project Team Qualifications	10
3. System Support and Maintenance	15
- Ongoing Technical Support	10
- System Maintenance and Updates	5
4. Cost Proposal	20
- Pricing Structure and Cost-Effectiveness	20
5. Customer Experience and Application	10
- Customer-Facing Application	10
6. References and Reputation	5
- References and Client Feedback	5
Total Possible Points	100

- **Experience and Qualifications:** Assesses the vendor's relevant project experience, expertise, and the qualifications of the proposed project team.
- **System Support and Maintenance:** Considers the vendor's plan for ongoing technical support, system maintenance, and commitment to regular software updates.
- **Cost Proposal:** Examines the pricing structure, including licensing fees, support costs, and add-on features, with an emphasis on value for money.
- **Customer Experience and Application:** Evaluates the customer-facing application for usability, accessibility, and real-time vehicle tracking features.
- **References and Reputation:** Reviews feedback from references, emphasizing the vendor's performance on similar projects, quality of work, and reliability.

Each criterion is assigned a maximum point value, as outlined in the evaluation scoring sheet. Proposals will be rated by the evaluation team, and scores will be combined to determine the overall ranking of each proposal.

2. Scoring and Ranking

Each proposal will be evaluated using the scoring guidelines to ensure a fair and transparent process. Points will be awarded based on the degree to which each proposal meets or exceeds the criteria:

- **Exceptional:** Exceeds expectations, providing additional value or functionality (90-100% of available points).
- **Good:** Meets all requirements effectively with no major deficiencies (75-89%).
- **Acceptable:** Meets minimum requirements but may lack certain desirable elements (60-74%).
- **Marginal:** Fails to meet several requirements or has some concerns (50-59%).
- **Unacceptable:** Does not meet minimum requirements (Below 50%).

3. Final Selection

The proposal with the highest overall score, reflecting the best balance of technical capability, cost-effectiveness, and value, will be recommended for award. Yuba-Sutter Transit reserves the right to enter negotiations with the top-ranked vendor to refine or clarify proposal elements before awarding the contract. Should negotiations fail, the agency may choose to proceed with the next highest-ranked proposal.

4. Right to Reject

Yuba-Sutter Transit reserves the right to reject any and all proposals, to waive any informalities or irregularities, and to make an award in the best interest of Yuba-Sutter Transit.

Final Results and Contract Award

The Authority may, at its discretion, enter into negotiations with the highest-scoring Proposers based on the evaluation criteria outlined in this RFP, to clarify or improve specific aspects of their Proposals. This may include requesting each Proposer to submit a Best and Final Offer (BAFO) to ensure the Authority can make a final determination based on the best overall value for the project.

Upon the conclusion of negotiations, and after reaching an agreement that is deemed **fair and reasonable**, Authority staff will present a recommendation to the Yuba-Sutter Transit Board of Directors to enter into the proposed Agreement with the selected Proposer. Final approval and

execution of the Agreement shall rest with the Authority.

Award Protests

After notification of the award, any Proposer wishing to file a protest must do so in writing, in accordance with the Yuba-Sutter Transit Protest Procedure. Proposals will be evaluated by the Selection Team to determine **responsiveness** and **responsibility**.

Project Term

The Authority's preferred project term is three (3) years with two (2) one-year options. Proposer are required to provide pricing for all five (5) years of the project term on a firm, fixed price basis.

Project Scope

The project's scope includes creating a GTFS-Real-Time feed, interfacing with existing on-vehicle hardware, vehicle location solution, and a hosting solution for Yuba-Sutter Transit's 33 vehicle fixed route fleet (22 local buses and 11 commuter buses).

2.0 Primary Services

2.1 Hardware Interface:

Overview: The successful vendor will be responsible for interfacing with Yuba-Sutter Transit's existing hardware to produce GTFS-real time feeds. The hardware, which has not been procured yet, will be similar to cellular connected Samsung A9 tablets. These devices will serve as the primary data source for vehicle tracking, allowing the system to generate accurate real-time feeds for transit operations and passenger information.

Requirements:

- The vendor will interface with Yuba-Sutter Transit's hardware.
- The vendor must ensure that data from the tablets, including GPS-based vehicle location, is collected and processed to generate accurate GTFS real time feeds.
- The system must ensure that vehicle location data is transmitted from the hardware in real time, with minimal delays.
- The vendor must ensure that the data is processed in a manner that maintains high accuracy and reliability, offering real-time passenger information through apps or web interfaces.
- The vendor is responsible for testing the integration between their software solution and the client hardware to ensure full functionality.

2.2 GTFS Real-Time Creation:

Overview: The vendor will create and maintain GTFS-real-time feeds for Yuba-Sutter Transit routes, ensuring that real-time updates are available to both passengers and operational staff.

Requirements:

- GTFS real time feeds must be compatible with existing GTFS static feeds and support integration with real-time passenger information systems.
- These feeds must be fully compliant with GTFS real time standards, ensuring that Yuba-Sutter Transit's transit data can be integrated with third-party platforms and rider-facing applications.
- Real-time feeds should be accessible to third-party applications such as Via's Microtransit solution, Google Maps, etc.

- Riders must be able to access real-time data through an app or web interface to track bus locations and estimated arrival times.
- The systems must be scalable to accommodate future fleet growth and potential expansion of services.
- The vendor must provide solutions integrating with other transit technologies, ensuring future compatibility and upgrades.
- Current, static GTFS is maintained by Yuba-Sutter Transit Staff and is hosted by Trillium Transit (<https://trilliumtransit.com/>) and is available on the website: <https://www.yubasuttertransit.com/general-transit-feed-specification-gtfs>

2.3 Customer facing vehicle location services

Overview: The vendor will provide a solution for customers to be informed of real-time vehicle location. This can be done through a vendor-provided app, or through a partnership with a 3rd party such as Transit, CityMapper, Moovit, Google Maps, etc.

- Real-Time Data Integration: The solution must provide **real-time vehicle location data** with minimal delays, ensuring updates are available to users with a latency of no more than 30 seconds.
 - The vendor must integrate vehicle location data with at least one major **third-party application** (e.g., Google Maps, CityMapper, Moovit) or offer a **proprietary app** for displaying real-time information.
- App or Web Interface Features: The solution must allow users to view the **current location** of vehicles on an interactive map.
 - The interface should provide estimated **arrival times** at specific stops and allow users to plan trips based on real-time data.
 - The platform must offer **multi-language support** to accommodate a diverse user base.
 - For proprietary apps, the vendor must ensure that the app is available on both **iOS and Android** platforms.
- Third-Party Integration: If a third-party app is used (e.g., Google Maps, Moovit), the vendor must ensure **seamless integration** and maintain data accuracy through continuous monitoring and updates to GTFS real-time feeds.
 - The vendor must provide a clear plan for working with third-party providers to resolve any integration or data discrepancies.
- Reliability and Availability: The solution must offer **99% uptime** availability, ensuring users can consistently access real-time vehicle location data.
 - The vendor must provide **reliable connectivity** between the vehicle and the application, with provisions for data transmission during low signal strength or network disruptions.
- User Notifications: The system must have the capability to send **real-time notifications** to users regarding service changes, delays, or vehicle arrival updates through the app or integrated third-party services.
- Data Privacy and Security: The vendor must comply with **data privacy regulations**, ensuring that any customer information collected via the app or web interface is secure and used only for its intended purpose.
 - The vendor must provide **data encryption** for vehicle location data transmitted to and from the app or third-party platform.

- Customer Support: The solution must offer **customer support** channels for users of the app or third-party platform, including in-app assistance, FAQs, and a contact helpdesk for troubleshooting issues related to real-time data access.

3.0 Implementation and Support

The selected vendor will be responsible for implementing, training, and ongoing support of the GTFS-RT feed and vehicle location solution. The implementation process must be carefully managed to ensure minimal disruption to Yuba-Sutter Transit’s operations, and all systems must be thoroughly tested before being brought into service.

3.1 Project Management:

Roles and Responsibilities:

- The vendor must provide a dedicated project manager overseeing all aspects of implementation, testing, and training.
- Yuba-Sutter Transit will assign a point of contact to coordinate internally and work with the vendor to ensure successful deployment.
- The vendor must provide a detailed project plan, including software integration, testing, and training milestones.

3.2 Training and Support:

Training for Yuba-Sutter Transit Staff:

- The vendor must provide comprehensive training sessions for relevant operational staff.
- Training materials must be provided for ongoing reference, including user manuals and troubleshooting guides.
- The vendor must offer ongoing technical support for the contract, including software updates and technical troubleshooting.
- Support should be available via multiple channels (phone, email, online ticketing) with guaranteed response times for critical issues.
- The vendor must outline service-level agreements (SLAs) for response times and issue resolution.

Proposal Requirements

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

Proposals must be received by the time and date specified above. Proposals must be submitted electronically to Adam@yubasuttertransit.com. **Do not fax or mail your Proposals.**

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

- Be in .pdf format.
- Be below 10 megabytes in size.

- Technical Proposal files must be named RFP-24-12-Technical Proposal-<Vendor Name>
- Pricing file must be named RFP-24-12-Cost Proposal-<Vendor Name>

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

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

Restrictions on Communications

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

Submission of Questions

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

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

Questions must be in writing, submitted by email. The questions and the responses will be posted, via an addendum to the RFP, <https://www.yubasuttertransit.com/current-requests-for-Proposals>. Any addenda to the RFP will be made part of the resulting contract. All responses concerning this RFP will be posted at least seven (7) days prior to the Proposal due date or can be obtained by contacting Adam Hansen, or his designee. It is the responsibility of vendors to check the Authority's Website for questions and responses related to this RFP.

Conflicts or Ambiguities

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

Public Disclosure of Information Contained in Proposals

To the extent permitted by law, Proposals, except for the names of the Proposer, shall remain confidential until the Letter of Intent to Award has been issued. Thereafter, all Proposals submitted in response to this request shall be deemed public record. In the event that a Proposer desires to claim portions of its Proposal as exempt from disclosure, **it is incumbent upon the Proposer to clearly identify those portions as confidential.** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Authority may

not be in a position to establish that the information that a prospective Proposer submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a Proposal, Proposer agrees to indemnify, defend and hold harmless the Authority, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the Authority in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the Authority's award of the contract.

Adequacy and Completeness of Proposals

Failure to respond to the information specified this RFP may result in rejection of your Proposal as non-responsive.

Authority Not Liable for Pre-Contractual Costs

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

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

Independent Price Determination

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

Revision to the Request for Proposals

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

Proposal Sections (Maximum of 12 Pages)

Transmittal Letter (2 Pages Maximum):

- **Company Overview:** Provide a concise description of your firm, including history, areas of expertise relevant to this project, and notable achievements. Include the office address where the project will be managed, emphasizing its relevance to project success.
- **Financial Capacity:** Demonstrate your firm's financial stability to support a project of this scale. Include relevant financial statements or other proof of capacity.
- **Project Manager:** Identify the project manager, detailing their experience and qualifications. Include specific responsibilities and how their leadership will ensure the success of this project.

- **Team Composition:** List all key team members, including subcontractors, outlining their roles and expertise in delivering this project. Connect their qualifications to the project's specific objectives.

Project Understanding and Approach (6 Pages Maximum):

- **Methodology and Approach:** Describe the methodological approach your team will take to meet the project's goals. Include how your solution addresses software needs, user interface design, and customer experience.
- **Timeline and Milestones:** Provide a detailed timeline with key milestones, ensuring the project's launch by late January 2025. Include major phases from planning to deployment.
- **General Requirements:** Discuss how your approach meets the specified general requirements, emphasizing your strategies for adhering to the standards outlined in the scope.
- **Problem-Solving and Innovation:** Highlight innovative solutions or problem-solving strategies that your firm will use to overcome potential project challenges.

Technical Expertise (2 Pages Maximum):

- **Technical Capabilities:** Summarize your firm's technical capabilities, focusing on how you meet the technical requirements outlined in the scope.
- **Exceptions to Technical Requirements:** If any technical requirements cannot be met, clearly list them with an explanation.
- **Unique Selling Points:** Detail what differentiates your firm from competitors, such as unique technical features, superior customer service, or a proven record of success in similar projects.
- **Compliance and Standards:** Describe how your solution complies with industry standards, including those related to security, privacy, and reliability.
- **Adaptability and Scalability:** Illustrate your firm's ability to scale solutions and adapt to evolving project needs.

Relevant Projects and References (2 Page Maximum):

- **Relevant Experience:** Provide a summary of 1-2 past projects completed within the past 3 years that are directly relevant to this project. Include project scope, challenges, and outcomes, emphasizing their relevance to Yuba-Sutter Transit's needs.
- **List of References:** Provide three references from governmental or corporate clients for whom you have provided similar services. Include project details such as the number of vehicles, type of service, duration, and total value.
- **Contact Information:** Provide detailed contact information for each reference, including the name, phone number, and email address of a specific contact person.

Pricing and Payment (Use Provided Page – not included in page count):

- **Pricing:** Use the provided pricing page to detail your cost proposal.
- **Payment Scheme:** Provide a proposed payment schedule that aligns with services and deliverables related to system development, installation, and

maintenance. Any modifications to the Payment Schedule should be clearly outlined for Yuba-Sutter Transit's consideration.

Cost Proposal, Agreement Term, and Payment Method

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

Required Certifications

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

Exceptions to this Request for Proposals

The Proposer shall certify whether it takes any exception(s) to the requirements of this RFP or the standard contract provisions outlined in the Appendix, and if so, shall list those items to which exceptions are requested and –as appropriate– provided in the Appendix. It is not the Authority's intent to make substantial changes to the standard contract provisions. Failure to take exceptions to the RFP or standard contract provisions within the Proposal will be deemed a waiver of any objection. Exceptions will be considered during the Proposal evaluation process.

Administrative/Contractual Requirements

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

Prime Vendor

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

News Releases

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

Contract Documents

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

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

Form of Cost Proposals

Cost Proposals that do not correctly complete the attached cost Proposal form will be considered non-responsive and **WILL BE REJECTED**. The only acceptable method of modifying a cost Proposal is by letter, if it is received by the person assigned to open cost Proposals prior to the time set for opening of cost Proposals.

Receipt of Proposals

Proposals must be received by the time and date specified, and in the format specified.

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

Discrepancies

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

Appeal Procedures

Requests for approved equals, and clarifications of specifications must be submitted to the Authority in the form of a question regarding the RFP, by the deadline for questions as specified.

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

Any request for an approved equal or protest of the specifications must be fully supported with

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

Addenda

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

Each addenda received during the Proposal process shall be acknowledged in the designated space on the **Acknowledgement of Receipt** with the information therein requested. If none are received, the words **"no addenda received"** shall be written in the said space.

Receiving Proposals

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

Withdrawal of Proposals

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

Evaluation of Proposals

Proposals will be evaluated as stated above.

Award or Rejection of Proposals

Award will be made based on the lowest responsive and responsible Proposer.

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

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

Pre-Contractual Expenses

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

Payment

Payment Schedule and Invoicing

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

An Acceptable Invoice includes:

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

Advance payments by the Authority are prohibited.

Prime Vendor and Subcontractor Payments (if applicable)

Proposer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime vendor receives from the Authority. The Proposer agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority.

Delays

If services under the contract should be unavoidably delayed, the Authority's Executive Director or designee shall extend the time for completion of the contract for the number of days of excusable delay in the determination of the Executive Director or designee. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Vendor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Vendor, the Vendors subs, or their agents, and was substantial and in fact caused the Vendor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond the control of the Authority or caused by the Authority will be sufficient justification for delay of services and Vendor will be allowed a day for day extension.

Notification of Delays

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

Request for Extension

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

Conditional Acceptance

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

Insurance Requirements

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

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

If the Vendor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

Liquidated Damages

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

Prohibited Interests

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

Interest of Members of / or Delegates to Congress

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

Warranties

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

Federal Contracting Requirements

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

Ownership of Materials and Service Data

All data, procedures, descriptions, presentations and recommendations accumulated by the Proposer under the contract resulting from this RFP will be owned by the Authority. The Proposer may not release, distribute, or otherwise utilize any such data without the written approval of the Authority.

Inspection and Approval of Work

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

Patent / Copyright Infringement

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

Retention of Records

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

Liabilities against Procuring Agency

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

Omission

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

Priority

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

Repairs after Non-Acceptance

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

Repairs by Vendor

- If the Authority requires the Vendor to perform repairs after non-acceptance of the equipment, the Vendor's representative must begin work within ten (10) working days after receiving written notification from the Authority of failure of acceptance tests. The Authority shall make the equipment available to complete repairs timely with the Vendor repair schedule.
- The Vendor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.

Repairs by Authority

- Parts Used: If the Authority decides to perform the repairs after non- acceptance of the equipment, it shall correct or repair the defect and any related defects using Vendor- specified parts available from its own stock or those supplied by

the Vendor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the Authority to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these parts.

- Vendor Supplied Parts: If the Vendor supplies parts for repairs being performed by the Authority after non-acceptance of the equipment, these parts shall be shipped prepaid to the Authority from any source selected by the Vendor within 10 working days after receipt of the request for said parts.
- Return of Defective Components: The Vendor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor.
- Reimbursement for Labor: The Authority shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of man- hours actually required to correct the defect by a per hour, per technician straight wage rate.
- Reimbursement for Parts: The Authority shall be reimbursed by the Vendor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

Disputes

Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed pursuant to: *Yuba-Sutter Transit Protest Procedures*.

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

Option of Obtaining Services Outside of the Contract

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

Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation, DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any Yuba-Sutter Transit Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

Attachment A- Required Submittals (RFP Checklist)

All of the below referenced documents are required as part of your submittal and any required forms and/or certifications **shall be signed** by an individual or individuals authorized to execute legal documents on behalf of the vendor. Wherever the word “Consultant” or “Vendor” appears in the document, it should be read as the equivalent to the word “Proposer.” Wherever the words “proposal” or “proposer” appear in the attachments, they should be read as the equivalent to the words “Proposal” or “Proposer.” Any signed forms are not included in the page count.

- Files Named Properly
- Electronic Pricing Form
- Certification of Restriction on Lobbying
- Non-collusion certification of proposing prime contractor
- DBE Participation
- Government-wide debarment and suspension (non-procurement)
- California Levine Act
- Drug Free Workplace Certification

Attachment B- Insurance Requirements

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. Contractor shall maintain limits no less than:

- | | |
|---|--|
| 1. Commercial General Liability, Including:
Premises and Operations
Contractual Liability
Personal Injury Liability
Independent Contractors
Bodily Injury, Property Damage | \$2,000,000 per occurrence and
\$2,000,000 general aggregate |
| 2. Automobile Liability:
Owned, Non-Owned,
and Hired Autos | \$1,000,000 per accident for
bodily injury and property
damage |
| 3. Workers' Compensation: | As required by the State of California |
| 4. Employer's Liability: | \$1,000,000 per accident for bodily injury or
disease |
| 5. Professional Liability: | \$1,000,000 per claim and \$2,000,000 annual
aggregate |

Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. Authority, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to Authority.

If General Liability and Professional Liability coverages are written on a claims-made form:

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Authority. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Contractor shall furnish Authority with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by Authority or on other than Authority's forms provided those endorsements conform to Authority requirements. All certificates and endorsements are to be received and approved by Authority before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Authority for all work performed by the Contractor, its employees, agents and sub-contractor.

Attachment C- Sample Professional Services Agreement

This Agreement is made and entered into as of the ____ day of _____, 2024, by and between the Yuba- Sutter Transit Authority ("Authority") and _____ ("Consultant").

RECITALS

- A. The Authority is a joint powers authority which arranges for various public transportation services to operate within and without the boundaries of the counties of Yuba and Sutter in California.
- B. The Consultant is specially trained, experienced, and competent to provide the professional services required by this Agreement.
- C. The Consultant possesses the knowledge, ability, licenses, and certifications, as may be required by law, to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- D. Authority desires to retain Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner: Consultant shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Consultant shall provide such professional services at the time, place, and in the manner specified in Exhibit "A," subject to the direction of the Authority.
- 2. Time of Performance. The services shall commence upon execution of this Agreement and shall continue until terminated as set forth in Section 6 (Termination) of this Agreement.
- 3. Compensation. Compensation to be paid to the Consultant will not exceed \$_____. Authorized project work will be billed according to the rates proposed on Form 1 – Cost Proposal and hereto attached as Exhibit "C". Payment by Authority under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the Authority at the time of payment.
- 4. Method of Payment. Consultant shall submit monthly billing to Authority. Authority shall

pay Consultant within a reasonable time upon approval of the monthly invoice by the Executive Director, such approval to not be unreasonably withheld.

5. Additional Services. At any time during the term of this Agreement, Authority may request that Consultant provide Additional Services. As used herein, "Additional Services" means any services which are determined by Authority to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from the Authority that specifies the services to be provided, personnel to be used, and the not-to-exceed cost for the additional services. Such services shall be billed at the hourly rate set forth on Form 1 –Cost Proposal (Exhibit "C").
6. Termination. This Agreement may be terminated by the Authority at any time. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. The Authority acknowledges the Consultant's documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, shall become the property of the Authority upon payment to Consultant for such services, and the Authority shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall provide such reports, plans, studies, documents and other writings to the Authority within three (3) days after written request. Nothing herein shall be construed as a limitation on Consultant's right to re-use component design details, features and concepts on other projects, in other contexts or for other clients.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, CDs or other electronic form which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all sub-consultants to agree in writing that Authority is granted a

nonexclusive and perpetual license for any Documents and Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by Authority. Authority shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant unless and until such documents become a matter of public record. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of Authority.
10. Consultant's Books and Records
 - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to Authority for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
 - b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Authority's Transit Manager, Attorney, or a designated representative of these officers. Copies of such documents shall be provided to the Authority for inspection at 2100 B Street, Marysville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where Authority has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, Authority may, by written request by any of the above-named officers, require that custody of the records be given to the Authority and that documents be maintained by Authority.
11. Independent Contractor. It is understood that Consultant, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Authority. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Authority's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
13. Professional Ability of Consultant. Authority has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Consultant under this Agreement, shall be by Alliant Networking Services, Inc., and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession

to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

15. Licenses. Consultant represents and warrants to Authority that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Authority that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the Authority for its business.
16. Indemnity. To the fullest extent allowed by law, Consultant specifically agrees to indemnify, defend, and hold harmless the Authority, its officers, agents, member jurisdictions and employees (hereinafter collectively the "Authority") from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees and expert witness expenses), damages, and liabilities resulting from injury or death of a person or injury to property or any other claim, arising out of or in any way connected with the performance of this Agreement, however caused regardless of any negligence of the Authority, whether active or passive, excepting only such claims as may be caused by the sole active negligence or willful misconduct of the Authority. The Consultant shall pay all costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. Consultant shall provide indemnity to the Authority pursuant to this paragraph in the event the Claimant and/or the Authority allege conduct on Consultant's part which renders Consultant fully or partially responsible for the alleged claim or otherwise obligated to provide a defense and/or indemnity to the Authority. Consultant's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. Consultant shall defend and indemnify the Authority pursuant to this section unless and until it is finally established by a court of law that the Authority's sole active negligence or willful misconduct caused the alleged claim. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts. The indemnity provisions of this section survive the termination and/or expiration of the Agreement. Consultant's duty to defend is separate and independent

of its duty to indemnify. The duty to defend includes claims for which the Authority may be liable without fault or be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the Authority has been determined. The duty to defend applies immediately regardless of whether the Authority has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the Authority on behalf of itself reserves the right to assume the defense of any action, arbitration or proceeding against which Consultant may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without affecting Consultant's obligation to indemnify for the cost of such defense. Consultant shall be liable to the Authority for any loss of or damage to Authority property arising from or in connection with Consultant's performance hereunder. Authority may deduct any costs and expenses incurred pursuant to the above from payments due or which may become due to the Consultant

- 17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
- 18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail and by email. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Authority: **Yuba Sutter Transit Authority**
 2100 B Street
 Marysville, CA 95901
 Attn: Executive Director

If to Consultant: _____

 Attn: _____

- 19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between Authority and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
- 20. Amendments. This Agreement may be modified or amended only by a written document

executed by both Consultant and Authority.

21. Assignments and Subcontracting. The parties recognize that a substantial inducement to Authority for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of Authority. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written authorization of Authority. If Authority consents to such subcontract, Consultant shall be fully responsible to Authority for all acts or omissions of any sub-consultant of Consultant. Nothing in this Agreement shall create any contractual relationship between Authority and sub-consultant nor shall it create any obligation on the part of Authority to pay or to see to the payment of any monies due to any such sub-consultant other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Yuba.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorney's fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
28. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each

party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.

29. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
30. Equal Opportunity Employment. Consultant represents that Consultant is an equal opportunity employer and Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
31. Rights. This agreement does not create any rights in any person or entity other than the parties hereto."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

YUBA-SUTTER TRANSIT AUTHORITY

ABC SERVICES INC.

By: _____
_____, Executive Director

By: _____

Business License #: _____

Tax ID #: _____

Attachments: Exhibit A - Scope of Services
Exhibit B - Insurance Requirements
Exhibit C - Cost Proposal

Exhibit "A"
Scope of Services