



Request for Proposal (RFP)
For
"On-Demand Scheduling & Dispatching System"

RFP No. 24-03
Yuba-Sutter Transit Authority 2100 B St
Marysville, CA 95901

Proposals must be submitted electronically No later than 4:00 PM
July 11, 2024
LATE PROPOSALS WILL BE REJECTED

Issued: June 10, 2024

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1. INTRODUCTION / BACKGROUND

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

1.1. 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 just 347,891 trips in FY 2020- 21 but has since begun to recover and provided 516,376 trips in FY 2023.

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

1.2. Project Goals

The overall goals for this project are:

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

1.3. Project Schedule

Month	Day	Task
June	10	RFP released
June	18	Pre-Proposal Conference
June	24	Questions Due
July	11	Proposals Due
July	26	Vendors within competitive range notified about demonstrations
August	9	Vendor demonstrations (45 minutes) – Vendors may be short-listed after demonstrations
August	19-23	Vendor scenario responses
August	30	Notification of intent to award contract
September	19	Contract Award
September	20	Notice to Proceed
December	8	Closed Alpha launch (staff and selected riders only)

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>.

1.4. Selection Process, Solicitation Schedule, and Evaluation Criteria

1.4.1. Selection Process

- Proposal Submission: Please see proposal requirements on page 12 – Proposals are

limited to 20 pages plus 2 pages for each project of relevant experience.

- Scoring and Shortlisting: The proposals will be scored. Firms that fall within the competitive range are shortlisted.
- Demonstration 1: Shortlisted firms will be invited to provide a 45-minute demonstration on how their product adheres to the scope of work listed on page 18.
- Demonstration 2 - Specific Scenario: If necessary, the evaluation committee will determine a competitive range after initial demonstrations. Yuba-Sutter Transit will provide shortlisted firms with a specific scenario for a second demonstration to assess their adaptability and solution-focused approach.
- Final Scoring: Firms are re-scored based on their performance in the second scenario demonstration and scores from the initial interview and proposal submission.
- Award Decision: The final selection will be based on this cumulative scoring, identifying the firm that best meets Yuba-Sutter Transit's needs and requirements.

1.4.2.Evaluation Criteria

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

Proposal Evaluation Criteria	(a) Points Possible	(b) Score
QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM Demonstrated successful performance on similar or related projects by firm. Experience, technical competence, including prior working relationship with prime (if applicable). Relevant experience of the Project Manager and key personnel in example projects. Senior staff availability and time commitment of key personnel on this project. Organization logic, quality and cost control measures in place. Overall financial stability and evidence of corporate resources committed to the Project. Other on-going project commitments and priorities.	10	
SYSTEM FUNCTIONALITY / TECHNICAL SOLUTION Completeness of Solution – How close does the Proposer meet the requirements Scalability - Ability for expansion, growth and overall functional capabilities of the System. Current technology to allow for cost-effective expansion as needs change. Architecture - reliability, redundancy, environments, Disaster Recovery, Security, etc. Reporting Capabilities – ability to meet reporting needs as described. Optional Technologies – System capability	30	
PROPOSED METHODOLOGY / APPROACH TO WORK Demonstrated knowledge of the work required. Approach and proposed methodology to project scope, including training and schedule. Technical merit of proposed solution (logic, advantages, proven approach). Use of components and software proven in service on similar projects. System flexibility and upgradeability. Innovative approaches to service delivery and on-going operational support.	20	
TRAINING AND SUPPORT Work Plan – thoroughness of the training facilitators proposed training plan. Acceptable Schedule – evaluate facilitators schedule as it matches Team needs. Support available for solution beyond Pilot. Thoroughness of Training Plan.	10	
QUALITY OF PROPOSAL Completeness of proposal and compliance with RFP instructions. Explanation of the project or services required. Logic, clarity and specificity of work plan. Evidence of willingness to exceed project requirements. Nature and extent of exceptions taken to contract terms, conditions, or specifications.	10	
COST / COST EFFECTIVENESS Total Implementation Costs Five-year total cost service/maintenance warranty expense Cost effectiveness will be evaluated with the maximum points granted to the lowest priced proposal. *	20	
TOTAL:	100	

Demonstration 1 Evaluation Criteria	(a) Points Possible	(b) Score
QUALIFICATIONS AND EXPERIENCE OF PRESENTING TEAM	50	
SYSTEM FUNCTIONALITY / TECHNICAL SOLUTION Completeness of Solution – How close does the Proposer meet the requirements Scalability - Ability for expansion, growth and overall functional capabilities of the System. Current technology to allow for cost-effective expansion as needs change. Technology Solution. Architecture - reliability, redundancy, environments, Disaster Recovery, Security, etc. Reporting Capabilities – ability to meet reporting needs as described. Optional Technologies – System capability	50	
TOTAL:	100	

Demonstration 2 Evaluation Criteria	(a) Points Possible	(b) Score
RESPONSIVENESS TO SCENARIO	50	
SYSTEM FUNCTIONS RELATIVE TO SCENARIO	20	
PROJECT TEAM PRESENTATION	30	
TOTAL:	100	

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

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

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

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

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

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

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

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

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

1.5. Cost Proposal Evaluation

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

Lowest Cost Proposal / Cost Proposal being evaluated

Example:

- Lowest cost proposal= \$1,000,000
- Lowest cost proposal percentage= $\$1,000,000 / \$1,000,000 = 100\% / 20$ points
- Proposal being evaluated = \$1,250,000
- Percentage award for proposal being evaluated= $\$1,000,000 / \$1,250,000 = .80$
- Proposal being evaluated points= 16

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

1.6. Final Results and Contract Award

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

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

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

1.7. Award Protests

After award notification, Proposers 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 and scored in accordance with the criteria outlined below:

1.8. Project Term

The project will be separated into the following terms:

- Pilot-term – This term will begin in early December 2024 and continue through June 30, 2026. Yuba-Sutter Transit may during this pilot-term, expand or contract the scope of the project, and withholds the right to terminate the project.
- Option Term – Three 1-year options at the end of the pilot term may be extended at the sole discretion of Yuba-Sutter Transit.

1.9. Project Scope

Term	Launch Date	Term/Year	Vehicles in Service	Cumulative Vehicles in Service
Pilot	Q2 FY 2025	Phase 1: Yuba City	4	4
	Q4 FY 2025	Dial-A-Ride Systemwide	10	14
	Q3 FY 2026	Phase 2: Marysville and Linda	4	18
	Q4 FY 2026	Phase 3: Olivehurst and Arboga	2	20
Option	FY 2027	Option Term Full Deployment	20	20
	FY 2028	Option Term Full Deployment	20	20
	FY 2029	Option Term Full Deployment	20	20

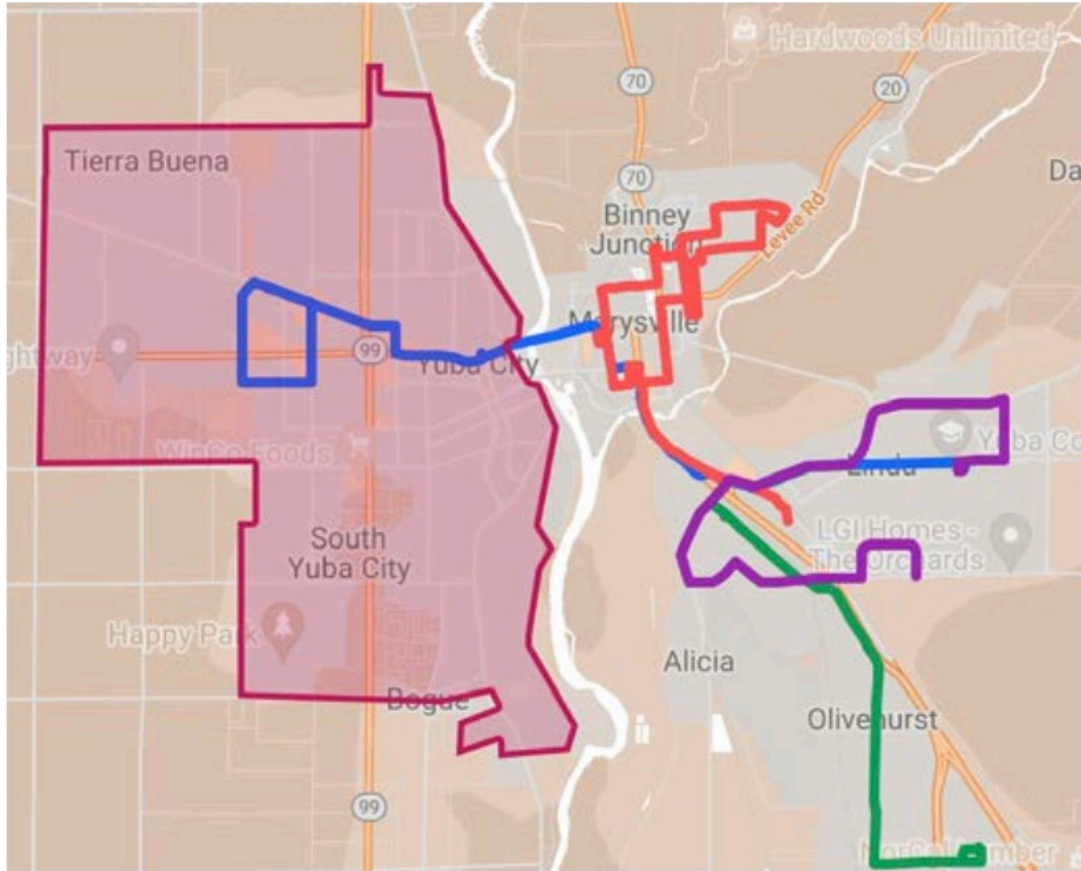
1.10. Project Phasing

Yuba-Sutter Transit intends to enter into a contract with the selected Proposer for an initial pilot term of eighteen months. Approximately 90-100 days prior to the conclusion of this initial pilot term, the Authority will notify the selected vendor of formal system acceptance and its intent to execute the option term. Yuba-Sutter Transit may, at its sole discretion, opt to extend the contract on an annual basis for up to three additional 1-year terms.

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

Phase 1

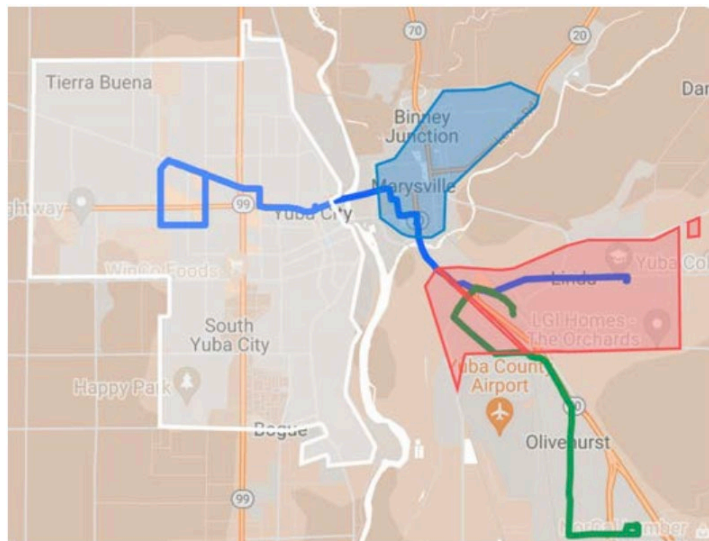
- **4 Vehicles - Yuba City:** The pilot term will begin with a closed alpha launch in late 2024, we expect this to be in early December as shown in the Project Schedule. For this phase, the Authority will begin operating a 4 vehicle on-demand service in Yuba City. This service will initially be made available to a specific set of riders to test the efficacy of on-demand replacing fixed route. We expect the closed alpha to be approximately 30 days. The selected Vendor will be responsible for collecting data and providing regular feedback during the closed alpha to Yuba-Sutter Transit staff. After the closed alpha, the on-demand service will be made available to all riders..



- **10 Vehicles - Dial-a-Ride:** Yuba-Sutter Transit currently operates a fleet of 10 vehicles providing dial-a-ride and ADA service throughout the service area. Depending on performance, approximately 90 days from the closed alpha launch, Yuba-Sutter Transit will instruct the selected vendor to deploy its solution on the DAR/ADA fleet. Commingling of the fleet in the Yuba City Community Zone is not required during the first 90 days of the DAR/ADA software deployment. If not initially, Yuba-Sutter Transit does expect to commingle services 6 months after the start of the Pilot Term.

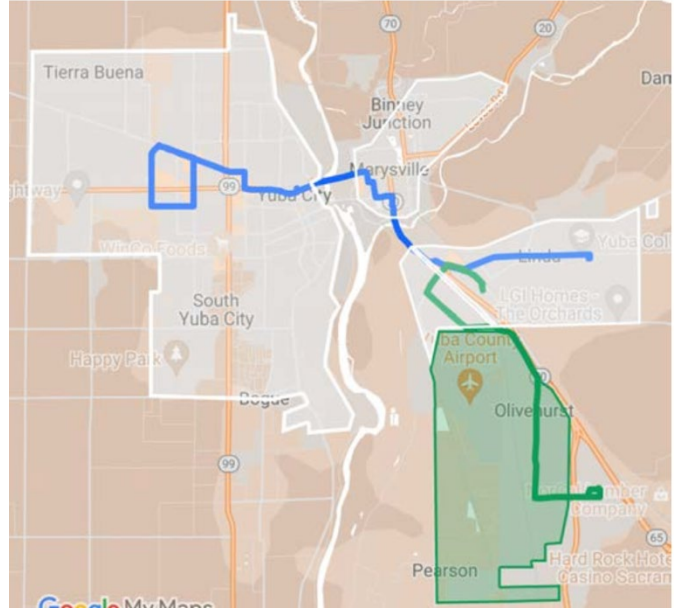
Phase 2

- **4 Vehicles - Marysville and Linda:** At the conclusion of a successful Pilot Term, Yuba-Sutter Transit will expand its on-demand network to include the Cities of Marysville and community of Linda.



Phase 3

- **2 Vehicles – Olivehurst and Arboga:** Approximately six months after a successful launch of the Marysville and Linda services, Yuba-Sutter Transit will launch an on-demand zone in the Olivehurst/Arboga region.



While not being included in current phasing, pricing or vehicle count as final planning and implementation schedule are still not complete at this time, a South Yuba County on-demand zone is anticipated in 2025. This on-demand zone will complement the Yuba-Sutter Transit commuter service between Marysville and Roseville on the SR 65 corridor by providing first mile/last mile service as well as provide microtransit service to the City of Wheatland, community of Plumas Lake, and pockets of rural development in the southern Yuba County area as well as linking them to Route 3. The Marysville to Roseville Commuter service is tentatively scheduled to launch in the spring of 2025. Up to two vehicles may be needed to support the service.

1.11. General Requirements

- Work with Yuba-Sutter Transit staff to set up the parameters for the on-demand program, including finalization of the service coverage area, selection of service model (virtual stops, curb to curb service, etc.), and the functions and form of a mobile app and web interface. While branding is not likely to be an area of focus for the pilot project, the successful respondent will also be asked to assist Yuba-Sutter Transit in marketing the on-demand service by providing general graphics, copy, and other marketing materials and strategies that the Vendor may have to ensure a successful pilot.
- Develop or provide a mobile app and web interface, and work with Yuba-Sutter Transit to refine their functions and forms, that passengers will use to request rides within the service area, using algorithms to maximize service area, integrate with existing fixed-route service to keep wait times and travel times short.
- Provide training to Yuba-Sutter Transit operators, dispatchers, and planning staff on how to use the mobile app and web dispatcher and operator interfaces, including interactive trainings ahead of the pilot program soft launch, as well as training materials and user manuals that can be accessed by Yuba-Sutter Transit on demand as needed.
- Provide reliable and user-friendly software with minimal crashes, glitches, or downtime, per the specifications set forth below.
- Provide software updates and technical support for the contract period and for any option terms exercised by Yuba-Sutter Transit (up to 3 years), per the specifications

set forth below.

- Provide Yuba-Sutter Transit with service statistics such as ridership, revenue/non-revenue miles and hours, average passengers per hour, and idle time via an easy-to-use dashboard, as discussed in more detail in the following section.

1.12. NextGen Transit Plan

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

- Phase 1 - Launch On-Demand Service in the Greater Yuba City Area
- Eliminate routes 2 and 5 which serve as circulation routes within Yuba City and replace them with an on-demand general public service. Eliminating routes 2 and 5 removes three fixed route buses from service. Additionally, the COA calls for streamlining Route 1 which is the main east/west route in the system. By streamlining Route 1, thirty-minute frequency can be maintained with three buses as opposed to the four fixed route buses that currently operate on the route. These changes to the fixed routes make way for a Yuba City community on-demand zone using 4-5 smaller cutaway buses for service Monday-Saturday.
- 90 Days after launch, train dispatchers and utilize software for trip planning for the dial-a-ride (DAR) server throughout the service area
- 180 days after launch, the Yuba-City on-demand zone and DAR trips should be commingled. Persons 65 and older, those with qualifying disabilities and ADA certified individuals qualify for the DAR service during the day and general-public Dial-A-Ride service is available in the evening within the same urban service area. Currently, those that use the DAR service can make reservations 14 days in advance, schedule subscription trips and even call for same day service if capacity allows. DAR passengers are picked up within a 15-minute window that starts at their scheduled pick-up time.
- Phase 2 (1 year after Phase 1 implementation/launch) - Launch On-Demand Service in the City of Marysville and Community of Linda
 - The Marysville and the Linda Community Zones will be created in Phase 2 of the implementation plan. This will eliminate two fixed route buses operating on Route 4 in Marysville and one bus operating Route 6 in Linda. The fixed routes will be replaced with two on-demand buses in each zone.
 - Additionally, Route 3 will be modified to provide better north/south coverage in the communities of Linda and Olivehurst.
- Phase 3 (6 months after Phase 2 implementation) - Launch On-Demand Service in the Communities of Olivehurst and Arboga. This includes the Olivehurst Community on-demand zone that extends south into the community of Arboga. This zone is anticipated

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

2. 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 below. 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-24-03-Technical Proposal-<Vendor Name>
- Pricing file must be named RFP-24-03-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.

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

2.1. 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.

2.2. Submission of Questions

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

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

Questions must be in writing, submitted by email, Tentative Schedule or Evaluation, Selection and Award to be considered. The questions and the responses will be posted, via an addendum to the RFP, <https://www.yubasuttertransit.com/current-requests-for-proposals>. Any 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.

2.3. Pre-Proposal Video Conference

There will be a voluntary Pre-Proposal video conference via Zoom or equivalent service. Instructions to access the Pre-proposal video conference will be posted to the Yuba-Sutter Transit website. The Pre-proposal meeting is scheduled for June 18, 2024, from 10-11 AM (PST). Though attendance is not mandatory, it is highly encouraged. Any and all costs associated with attending this conference will be at the expense of the Proposer. A summary of the questions and answers from the pre-proposal meeting will be posted on the Authority's Website as noted according to the Schedule.

2.4. Conflicts or Ambiguities

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

2.5. Public Disclosure of Information Contained in Proposals

To the extent permitted by law, proposals, except for the names of the Proposers, shall remain confidential until the Letter of Intent to Award has been issued. Thereafter, all proposals submitted in response to this request shall be deemed public record. In the event that a Proposer desires to claim portions of its proposal as exempt from disclosure, **it is incumbent upon the Proposer to clearly identify those portions as confidential.** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Authority may not be in a position to establish that the information that a prospective Proposer submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Proposer agrees to indemnify, defend and hold harmless the Authority, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the Authority in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the Authority's award of the contract.

2.6. Adequacy and Completeness of Proposals

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

2.7. 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

2.8. 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.

2.9. 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.

3. Proposal Sections

3.1. Transmittal Letter (2 Pages):

- **Company Overview:** Provide a concise yet comprehensive description of your firm, focusing on areas relevant to the project. This includes your firm's history, areas of expertise, and notable achievements. Include the office address where the project will be managed, emphasizing the location's relevance or advantages.
- **Financial Capacity:** Demonstrate your firm's financial stability and capacity to handle a project of this scale. This could include evidence of past project funding, financial statements, or investment support.
- **Project Manager Details:** Identify the project manager, outlining their experience and role in the project's success.
- **Project Manager's Qualifications:** Elaborate on the project manager's qualifications, experience in similar projects, leadership skills, and specific responsibilities in this project.
- **Team Composition:** List all individuals and firms, including subcontractors, who will be involved. Detail their roles, expertise, and qualifications, highlighting how each contributes to the project's objectives.
- **Alignment with Project Goals:** Briefly connect your firm's strengths and the team's capabilities to the project's specific requirements, demonstrating an understanding of the scope and objectives.

3.2. Project Understanding and Approach (6 pages):

- **Methodology and Approach:** Describe your methodological approach to meet the project's goals, including software, user interface design, and customer experience enhancements.

- **Timeline and Milestones:** Outline a detailed timeline, including key milestones and a critical path to ensure a successful launch by early December 2024. This should cover all phases from planning to deployment.
- **Addressing General Requirements:** Discuss how your approach aligns with the 'General Requirements' specified in the scope, emphasizing your strategies to meet these standards.
- **Problem-Solving and Innovation:** Highlight any innovative solutions or problem-solving strategies your firm will employ to address potential challenges in the project.

3.3. Technical Expertise (10 Pages):

- **Technical Expertise:** Detail your firm's technical capabilities, focusing on meeting the technical requirements beginning on page 7.
- **Exceptions to Technical Requirements:** If your firm cannot adhere to any technical requirements, please clearly list them in this section.
- **Unique Selling Points:** Discuss what sets your firm apart from competitors, such as exclusive technical features, superior customer service, creative marketing strategies, or a proven track record of successful similar projects. Please describe how the firm can meet any optional requirements listed on page 2.
- **Compliance and Standards:** Explain how your technical solutions comply with industry standards and regulations, emphasizing security, privacy, and reliability.
- **Adaptability and Scalability:** Illustrate your firm's ability to adapt to changing requirements and scale solutions in response to evolving project needs.

3.4. Relevant Projects (1 page per project plus 1 page for representative examples):

- **Select Relevant Projects:** Choose 3-5 past projects within the past 3 years that are closely related to Yuba-Sutter Transit's project. These should ideally involve aspects of on-demand software deployment like transit planning, public involvement, and proven marketing techniques.
- **Provide Detailed Descriptions:** For each project, offer a comprehensive description covering the project goals, challenges encountered, and the solutions your team implemented.
- **Include Representative Examples:** Attach examples of work from these projects, such as software interfaces or planning documents, to showcase your expertise and quality. (1 page per project)
- **Demonstrate Relevance:** Link each project's relevance to the current proposal, explaining how your past experiences and successes have equipped you for this project.
- **Detail Outcomes and Impact:** Elaborate on the results and impact of each project, focusing on the benefits and value delivered.

3.5. Pricing and Payment:

- Please use the attached pricing page
- **Payment:** The Proposer will propose its payment scheme for the completion of

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

3.6. References (2 pages):

- List of References: Provide a list of three governmental or corporate clients for whom you have previously provided similar services. Include the scope of the project (number of vehicles, type of service, on-demand, ADA, etc), the duration of the project, and total value.
- Detailed Contact Information: For each reference, include the organization's name, a specific contact person's name, their phone number, and email address.

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

3.8. Required Certifications

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

3.9. 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.

4. Technical Requirements

The scope of work for an on-demand software vendor encompasses developing, deploying, and supporting a comprehensive on-demand transit solution. It includes core software functionalities like real-time vehicle tracking and data management and a user-centric interface for smartphone and desktop platforms. The scope also covers integrating payment systems, ensuring robust security measures, and meeting compliance standards. Essential to this scope are detailed training programs for staff, diverse reporting capabilities for operational efficiency, and adherence to service level agreements to ensure reliability and customer satisfaction. This comprehensive approach aims to streamline transit operations, enhance user experience, and align with Yuba-Sutter Transit's strategic objectives.

4.1. Overview

The scope of work for an on-demand software vendor encompasses developing, deploying, and supporting a comprehensive on-demand transit solution. It includes core software functionalities like real-time vehicle tracking and data management and a user-centric interface for smartphone and desktop platforms. The scope also covers integrating payment systems, ensuring robust security measures, and meeting compliance standards. Essential to this scope are detailed training programs for staff, diverse reporting capabilities for operational efficiency, and adherence to service level agreements to ensure reliability and customer satisfaction. This comprehensive approach aims to streamline transit operations, enhance user experience, and align with Yuba-Sutter Transit's strategic objectives.

4.2. Core Software Functionalities

- Development, testing, deployment, and support of appropriately sized and priced software to provide on-demand service.
- Project management and implementation guidance, including providing on-demand technology and trip data during and after the pilot period.
- Full access to and ownership of all data associated with the pilot for strategic planning efforts.
- Ability to accommodate single or multiple ride requests in as little as 15 minutes and up to 21 days in advance.
- Real-time monitoring of vehicle locations, driver performance, and trip request fulfillment times through an administrative interface.
- A user-friendly driver interface includes clear messaging, passenger updates, stop changes, and real-time schedule changes.
- A reliable and demonstrated on-demand scheduling and routing software system, including customer-facing online and driver-facing applications.
- The ability for the system to accept unscheduled walk-on passengers (likely to be common at the transfer locations) and short-notice bookings is strongly desirable.

4.3. Customer Interface and Experience

- A smartphone app for both iOS and Android for reserving rides, available as a free download and identifiable with the service's brand.
- A system to reserve rides via desktop/laptop computers and via telephone calls for non-smartphone users.
- Transparent and clear communication and notifications for the service to be attractive to users.
- Multi (and inter) modal trip planning utilizing GTFS-RT or GTFS as available to ensure riders can seamlessly travel between on-demand to fixed route and vice versa and plan their trips on other Yuba-Sutter Transit services.

4.4. User Interface Design

- Intuitive Navigation: The app should have a straightforward, user-friendly interface that allows riders to easily navigate through various functionalities like trip booking, fare

payment, and ride tracking.

- **Accessibility:** Ensure compliance with ADA standards, offering features like voice-over navigation, large text options, and screen reader compatibility for users with disabilities.
- **Responsive Design:** The app should be optimized for various devices and screen sizes, ensuring a consistent experience across smartphones, tablets, and desktops.

4.5. Account Management:

- **Easy Account Setup:** Simplify the account creation process with options to sign up via email, phone number, or social media accounts.
- **Personalization:** Enable users to save frequently used addresses, set travel preferences, and manage payment methods for quicker bookings.
- **Multi-Language Support:** Offer the app in multiple languages to cater to a diverse user base.

4.6. Trip Booking and Management:

- **Real-Time Booking:** Allow users to book rides in real-time with estimated wait times and immediate booking confirmations.
- **Advanced Booking:** Provide options to book trips in advance with a calendar view for easy scheduling.
- **Ride Modification and Cancellation:** Enable users to easily modify or cancel their bookings with minimal penalty.
- **Walk-ons:** Allow unscheduled users to board the vehicle and be added to the trip algorithm in real-time.

4.7. Real-Time Information and Tracking:

- **Vehicle Tracking:** Allow users to track their assigned vehicle in real-time on a map interface.
- **ETA Notifications:** Send push notifications or SMS updates about vehicle arrival times and trip status.
- **Safety Features:** Include options like sharing trip details with emergency contacts for added safety.

4.8. Feedback and Support:

- **Ratings and Reviews:** Enable users to rate their rides and provide feedback, contributing to service improvement.
- **In-App Support:** Offer a comprehensive help section with FAQs, along with a chat or call feature for live assistance.
- **Issue Resolution:** Implement a streamlined process for users to report issues and receive timely resolutions.

4.9. Community Engagement and Inclusivity:

- Local Events and Information: Integrate local transit news, events, or service changes to keep users informed.
- Inclusivity in Marketing: Ensure marketing materials represent diverse communities and are accessible in multiple languages, including English, Urdu, Punjabi, Hindi French, Spanish, Portuguese, and Arabic.

4.10. Data Privacy and Security:

- Secure Transactions: Ensure all transactions and personal data are encrypted and secure.
- Privacy Controls: Give users control over their data, with clear privacy policy communication.

4.11. Regular Updates and Improvements:

- Continuous Improvement: Regularly update the app based on user feedback, technological advancements, and changing regulatory requirements.

4.12. Compliance and Mandatory Requirements:

- Adherence to all federal, state, and local laws and regulations, including but not limited to Buy America requirements, energy conservation, clean water, and accessibility standards.
- Mandatory requirements like evidence of satisfactory performance on past contracts and the capability to fulfill the contract as specified.

4.13. Fare Payment and Payment System Integration:

Yuba-Sutter Transit intends to continue accepting payments on board buses using installed fareboxes. **Fare payment and payment integration is not required by the preferred software vendor during the pilot term.** However, should the project continue to the option term, Yuba-Sutter Transit is interested in understanding what capabilities software vendors have in relation to fare payment, and fare integration. Vendors should address payment and integration as part of their response focusing on:

- Integration of fare payment with Kuba Mobility: The system should be able to track the eligibility of individuals and charging the trip to the appropriate funding source.
- Clear, customizable, and easy-to-use reporting features: The system should track trips and costs on a weekly and monthly basis.
- Clear Compliance Reporting: HIPAA compliance for the software and reporting on National Transit Database submissions including total and revenue vehicle miles, vehicle hours, unlinked passenger boardings, and passenger miles.
- Seamless Integration: The payment system should be integrated seamlessly into the on-demand software.

- **Multi-Method Support:** Support for various payment methods, including credit/debit cards, mobile wallets, and Kuba Mobility passes or accounts.
- **Account Management:** Integration with Kuba Mobility's account management system.
- **Data Encryption:** Secure transmission of payment data using encryption protocols like SSL/TLS.
- **Compliance with Standards:** Adherence to PCI DSS (Payment Card Industry Data Security Standard) for handling card payments and any relevant data protection regulations.
- **Fraud Prevention:** Implement fraud detection and prevention mechanisms to safeguard against unauthorized transactions.
- **Integrated Accounts:** Enable users to manage their accounts within the on-demand app, including viewing balances, transaction history, and adding funds.
- **Automatic Top-Up:** Option for users to enable automatic top-up of their accounts when the balance falls below a certain threshold.
- **Transparent Billing:** Provide clear and detailed billing statements accessible to the user within the app.
- **Reporting for Yuba-Sutter Transit:** Generate comprehensive reports for Yuba-Sutter Transit, including total revenue collected, number of transactions, and fare reconciliation.
- **Dispute Resolution:** Implement a system for handling and resolving billing disputes or errors.

4.14. Accessibility and Convenience:

- **Accessible Design:** Ensure the interface is accessible to all users, including those with disabilities.
- **Multiple Languages:** Support for multiple languages to cater to diverse user groups.
- **Customer Support Integration:** Provide in-app support features for inquiries and assistance.

4.15. Technical Support and Maintenance:

- **Ongoing Support:** Ensure regular technical support and maintenance for the system.
- **Updates and Upgrades:** Regular updates to the system for new features, security patches, and compliance with evolving standards.

5. Reporting Requirements

The reporting capabilities of a on-demand software solution are crucial for operational management, strategic planning, regulatory compliance, and enhancing service quality. Below are detailed reporting requirements, including specific needs for National Transit Database (NTD) and General Transit Feed Specification (GTFS) reporting:

5.1. Operational Reports:

- **Ride and Usage Statistics:** Detailed reports on the number of trips booked, completed,

anceled, no-shows, and average trip lengths.

- Service Coverage: Analysis of service coverage areas, including underserved regions.
- Peak Usage Times: Information on peak and off-peak usage times, assisting in resource allocation.
- Vehicle Utilization: Data on vehicle usage, including miles traveled per vehicle, time in service, and idle times.
- Driver Performance: Reports on driver performance metrics such as on-time pickups, route adherence, and customer feedback.

5.2. Financial and Fare Collection Reports:

- Revenue Reports: Breakdown of revenue collected through different payment methods, including cash, card, and mobile payments.
- Fare Evasion and Discrepancies: Analysis of fare evasion incidents and discrepancies in fare collection.
- Discounts and Promotions: Data on the usage of discounts, promotions, and the financial impact of these incentives.

5.3. Customer Experience Reports:

- Feedback and Ratings: Summaries of customer feedback, ratings, and suggestions for service improvement.
- Complaints and Resolution: Data on complaints received, types of complaints, and resolution times.

5.4. Accessibility and Inclusivity Reports:

- Accessibility Usage: Data on the usage of accessibility features, including wheelchair-accessible rides and services for the visually impaired.
- Inclusivity Analysis: Reports on service usage by different demographic groups, ensuring inclusivity.

5.5. Environmental Impact Reports:

- Emission Statistics: Estimation of emissions saved due to shared rides and use of eco-friendly vehicles.
- Sustainable Practices: Data on the adoption of sustainable practices and their impact.

5.6. NTD Reporting Requirements:

- Service Data (S-10): Reports on service data for demand response including revenue vehicle hours (RVH), revenue vehicle miles (RVM), unlinked passenger trips (UPT), and passenger miles traveled (PMT).

- Financial Data: Information on operating expenses, sources of funding, and fare revenues.
- Asset Data: Details on the age and condition of assets, including vehicles and facilities.
- Safety and Security Data: Reporting on any safety and security events as per NTD guidelines.

5.7. GTFS Reporting Requirements:

- GTFS Feed Creation: Ability to generate GTFS feeds that include schedules, routes, stops, and other transit data.
- Real-time Updates: GTFS-realtime feeds for vehicle positions, trip updates, and service alerts.
- Data Accuracy and Timeliness: Ensuring the GTFS feeds are accurate, up-to-date, and reflective of current service levels.

5.8. Custom Reporting:

- Ad-hoc Reports: Capability to create custom reports based on specific queries or requirements.
- Data Export: Options for exporting data in various formats like CSV and Excel for further analysis.
-

5.9. Dashboard and Analytics:

- Interactive Dashboard: An easy-to-use dashboard for real-time monitoring and analytics.
- Data Visualization: Graphical representation of data for easier interpretation and decision-making.

5.10. Training and Documentation:

- Report Training: Training for Yuba-Sutter Transit staff on generating, interpreting, and utilizing reports.
- Documentation: Detailed documentation on each type of report and the methodologies used for data collection and analysis.

6. Training Requirements

The vendor must provide a comprehensive training program for Yuba-Sutter Transit staff, drivers, and any third-party operators that will ensure all parties are proficient in operating and administering the on-demand software system. Training should encompass system operations, customer service protocols, technical troubleshooting, and data analytics.

The training program should empower Yuba-Sutter Transit staff and operators with the knowledge and skills necessary to leverage the on-demand software to its full potential, ensuring a smooth operation and a high level of service for Yuba-Sutter Transit's customers.

6.1. Training Program Development:

- The vendor must develop a training curriculum tailored to the different user roles, including dispatchers, drivers, administrators, and customer service representatives.
- Training materials should include manuals, quick reference guides, instructional videos, and hands-on exercises that reflect real-world scenarios.
- The program must be designed to accommodate different learning styles and proficiencies, ensuring accessibility for all users.

6.2. Delivery of Training:

- The training must be offered in various formats including in-person sessions, live webinars, and on-demand online modules to cater to the diverse needs of Yuba-Sutter Transit staff.
- An initial 'Train the Trainer' program must be conducted to enable Yuba-Sutter Transit's internal staff to conduct ongoing and new-hire training in the future.
- All training sessions should be interactive, allowing for Q&A sessions, and must be evaluated by attendees to ensure effectiveness and identify areas for improvement.

6.3. Training Content:

- System Operation: Detailed instruction on system navigation, functionality, troubleshooting, and best practices for daily use.
- Customer Interface: Guidance on managing the customer-facing app, including account setup, fare collection, and trip booking.
- Driver Interface: Training on the driver app, focusing on trip management, navigation, rider communication, and reporting.
- Administrative Functions: Comprehensive coverage of back-office capabilities such as scheduling, dispatching, data reporting, and system configuration.
- Emergency Procedures: Protocols for system outages, vehicle breakdowns, and other emergency situations.
- Accessibility and Compliance: Education on ADA compliance within the software and ensuring services are accessible to all users.

6.4. Training Support Materials:

- The vendor must provide detailed documentation of all system features and processes.
- Training support materials must be easily accessible, preferably online, and regularly updated to reflect system updates or changes.

6.5. Ongoing Support and Refresher Training:

- The vendor must outline a plan for ongoing training support, including regular refresher

courses and updates on new features or functionalities.

- Provisions for additional training sessions as the system evolves or as new features are added must be included.

6.6. Training Schedule:

- A training schedule must be provided, aligning with the implementation phases of the on-demand system.
- The schedule should include timelines for initial training, follow-up sessions, and ongoing support.

6.7. Evaluation and Certification:

- Post-training evaluations to assess the effectiveness of the training program and identify any additional training needs.
- Certification of completion for staff members who have met the training requirements, ensuring a standardized level of competency across all users.

6.8. Training Costs:

- A detailed breakdown of all training-related costs, including but not limited to materials, personnel, travel, and any third-party services.
- Costs for ongoing support and additional training sessions should be included in the proposal.

6.9. Vendor Training Team Qualifications:

- Information on the qualifications and experience of the vendor's training team, demonstrating their capability to provide high-quality training services.

7. Service Level Agreements

7.1. System Availability and Uptime:

- Define the expected system availability percentage (e.g., 99.5% uptime) excluding scheduled maintenance.
- Outline procedures for scheduled maintenance, including advance notice to the client and scheduling during off-peak hours.

7.2. Performance Metrics:

- Establish clear performance benchmarks such as response times for user requests, processing speeds, and accuracy of routing or scheduling algorithms.
- Include metrics for app load times and responsiveness.
- Specify the response times for different types of support requests (e.g., critical, high,

medium, low).

- Detail the escalation process for unresolved issues or high-priority problems.

7.3. Resolution Times:

- Provide a timeline for issue resolution based on the severity of the problem.
- Include commitments for the resolution of critical issues, such as system outages or major bugs.

7.4. Data Backup and Recovery:

- Outline the procedures for data backup, including frequency and data retention policies.
- Include disaster recovery plans and expected recovery time objectives (RTO).

7.5. Software Updates and Upgrades:

- Detail the frequency of software updates and the process for rolling out new features or critical patches.
- Include policies for client notification and testing of new updates.

7.6. Security and Compliance:

- Commit to specific security standards and compliance with relevant laws and regulations (e.g., data protection, ADA compliance).
- Include protocols for data breach notifications and remedial actions.

7.7. Reporting and Analytics:

- Define the types of reports and analytics provided, including frequency and level of detail.
- Include provisions for custom reports or data requests.

7.8. Training and Documentation:

- Commit to providing comprehensive training during the initial setup and for new features.
- Include the availability of up-to-date documentation and user guides.

7.9. Penalties and Remedies:

- Outline the penalties or credits for failing to meet the agreed-upon service levels.
- Include the process for claiming these penalties and the method of compensation.

7.10. Regular Review Meetings:

- Schedule regular meetings (e.g., quarterly or bi-annually) to review service performance, address any issues, and discuss potential improvements.

7.11. Termination Clauses:

- Define the conditions under which the contract or SLA can be terminated by either party.
- Include details on the transition process for service termination, including data handover.

7.12. Confidentiality and Data Ownership:

- Include clauses that ensure the confidentiality of shared information and outline data ownership rights.

8. Marketing Support and Collateral Provision by Software Vendors

In addition to the technical aspects of their service, software vendors are expected to actively participate in the marketing efforts for the on-demand service. This involves:

8.1. Marketing Collateral Creation:

- Vendors are required to provide a range of marketing collateral, which may include brochures, flyers, digital banners, and other promotional materials. These should be tailored to effectively communicate the benefits and features of the on-demand service to potential users.

8.2. Content Support for Yuba-Sutter Transit's Marketing Team:

- Vendors should work collaboratively with Yuba-Sutter Transit's (Yuba-Sutter Transit) marketing team, supplying them with necessary content. This content can include detailed information about the service, user testimonials, case studies, and high-quality images or graphics.

8.3. Campaign Coordination:

- Participate in joint marketing campaigns and initiatives, aligning their marketing strategies with Yuba-Sutter Transit's broader communication goals.

8.4. Branding Consistency:

- Ensure that all marketing materials adhere to Yuba-Sutter Transit's branding guidelines and messaging to maintain consistency across various platforms.

8.5. Digital Marketing Support:

- Offer support in digital marketing efforts, including content for social media, email marketing, and online advertising.

8.6. Educational Content:

- Provide educational content that assists users in understanding and utilizing the on-demand service effectively.

8.7. Analytics and Feedback:

- Share insights and analytics from marketing campaigns to measure effectiveness and adapt strategies as needed.
- This collaborative approach to marketing is crucial for raising awareness about the on-demand service, attracting new users, and ensuring a consistent message across all communication channels.

9. User Data Analysis and Insights

9.1. Data Collection:

- Define the types of user data to be collected, including trip history, user preferences, and feedback.

9.2. Privacy Compliance:

- Ensure data collection and analysis comply with privacy laws and regulations, with clear user consent mechanisms.

9.3. Analytical Tools:

- Incorporate advanced analytical tools within the software for real-time data processing and insights generation.

9.4. User Behavior Insights:

- Analyze user behavior patterns to improve service routes, schedules, and overall user experience.

9.5. Feedback Integration:

- Utilize user feedback for continuous service improvement and feature enhancements.

9.6. Reporting Capabilities:

- Provide detailed reports on user engagement, service utilization, and other key performance indicators.

9.7. Predictive Analysis:

- Use predictive analytics to forecast demand, optimize resource allocation, and enhance operational efficiency.
-

9.8. Customizable Dashboards:

- Offer customizable dashboards for Yuba-Sutter Transit to view and analyze data relevant to specific operational needs.

9.9. Data Security:

- Ensure all user data is securely stored and processed, with access controls and data encryption.

10. Project Management Requirements

10.1. Kick-off Meeting and Project Management

- **Kick-off Meeting:** The Authority will hold a “kick-off” meeting with the Vendor within fifteen (15) days from the Notice to Proceed (NTP) at which time the Proposer shall be prepared to present and discuss the general Implementation Plan and receive comments from the Authority. Proposer shall ensure any sub-Proposers and their appropriate personnel are present at the meeting. The administrative and technical aspects, the preliminary Project Schedule, assumptions, etc., of the Project will be discussed at the kick-off meeting. Prior to the kick-off meeting, the Vendor will provide an agenda to all potential meeting participants.
- The Proposer shall submit a Final Implementation Plan within ten (10) days from the kick-off meeting that explains its proposed methodology to completing the Project scope and its approach to work, design, implementation, testing, training documentation and on-going support. The Implementation Plan shall be in sufficient detail to demonstrate the Proposer’s clear understanding of the Project.
- **Project Management:** The Vendor and Authority shall meet regularly, (e.g. weekly status meetings) to plan and organize activities such as installation, training, and information communication. Regular progress meetings shall occur weekly, initially, and become less frequent as the Project progresses. An agenda for meetings will be supplied by the Vendor at least 24 hours prior to each meeting.
- It is the Vendor's responsibility to maintain and assign a sufficient number of competent and qualified professionals and other technical personnel to satisfy the requirements and schedules specified in the Scope of Work or proposed by the Proposer.

11. System Testing

Yuba-Sutter Transit seeks a comprehensive and robust on-demand (on-demand) software solution. The selected vendor must adhere to the testing processes outlined below, ensuring the software meets all functional and performance requirements. The testing phase will include a closed alpha, set to begin in early December 2024.

11.1. Initial Testing Plan

- The vendor is required to develop a detailed testing plan that outlines the methodologies, tools, and timelines for the testing process. This plan should include:
- Test Case Development: Creation of detailed test cases covering all functional requirements, user scenarios, and edge cases.
- Test Environment Setup: Description of the hardware, software, and network configurations to replicate the production environment.
- Test Data Preparation: Provisioning of realistic and comprehensive test data to ensure thorough testing.

11.2. Unit Testing

The vendor must conduct unit tests on individual components to verify their functionality in isolation. Each unit test must:

- Validate input-output correctness.
- Check for error handling and edge cases.
- Ensure code quality and adherence to standards.

11.3. System Testing

The complete integrated system will be tested to ensure it meets the specified requirements. This involves:

- Functional testing to validate end-to-end scenarios.
- Performance testing to check system responsiveness under various loads.
- Security testing to identify vulnerabilities.

11.4. User Acceptance Testing (UAT)

A User Acceptance Testing phase will involve Yuba-Sutter Transit staff and selected end-users to validate the software against real-world scenarios. The UAT process includes:

- Conducting user training sessions.
- Providing UAT scripts and scenarios.
- Collecting and addressing user feedback.

11.5. Alpha Testing

A closed alpha test will begin in early December 2024. This phase aims to identify critical issues before a wider rollout. The vendor is responsible for:

- Coordinating with Yuba-Sutter Transit to select participants.
- Providing support and monitoring during the alpha test.
- Collecting detailed feedback and issue reports.

11.6. Test Metrics and Evaluation

The vendor must define and track the following metrics during the testing phase:

- Defect Density: Number of defects per module or lines of code.
- Test Coverage: Percentage of test cases executed versus total planned.
- Test Execution Rate: Number of tests executed per unit time.
- Mean Time to Resolution (MTTR): Average time taken to resolve identified issues.

11.7. Performance Metrics

Upon launch, the software's performance will be measured against these key metrics:

- Response Time: Average time for the system to respond to user requests.
- System Uptime: Percentage of time the system is operational and available.
- Scalability: System performance under increasing loads.
- Vendor will assist Yuba-Sutter Transit in setting operational metrics.

12. Documentation

12.1. Documentation

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

13. 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.”

13.1. 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.

13.2. News Releases

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

13.3. Contract Documents

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

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

13.4. 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.

13.5. 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.

13.6. Discrepancies

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

13.7. Appeal Procedures

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

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.

13.8. Addenda

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

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

13.9. Receiving Proposals

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

13.10. Withdrawal of Proposals

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

13.11. Evaluation of Proposals

Proposals will be evaluated as stated above.

13.12. Award or Rejection of Proposals

Award will be made based on the Best Value method of scoring as described earlier.

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

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

13.13. Pre-Contractual Expenses

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

13.14. Payment

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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.

13.15. 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.

13.16. Conditional Acceptance

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

13.17. 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.

13.18. Liquidated Damages

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

13.19. Milestone Retainage

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

13.20. 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.

13.21. 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.

13.22. 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.

13.23. Ownership of Materials and Service Data

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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.

13.24. Inspection and Approval of Work

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

13.25. Patent / Copyright Infringement

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

13.26. Retention of Records

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

13.27. 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.

13.28. 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.

13.29. Priority

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

13.30. 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.

13.31. 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.

13.32. Option of Obtaining Services Outside of the Contract

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

13.33. Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation, DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The 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 proposal submittal and any required forms and/or certifications **shall be signed** by an individual or individuals authorized to execute legal documents on behalf of the vendor. Proposers are instructed to include a copy of this RFP Checklist with their proposal submission indicating compliance for each item marked by a checked box. Wherever the word "Consultant" appears in the attachments, it should be read as the equivalent to the word "Vendor." Wherever the words "bid" or "bidder" 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
- Vendor Questionnaire
- Attachment B Acknowledgement of Receipt Form
- Electronic Pricing Form
- Exhibit D Certification of Restriction on Lobbying
- Exhibit D Non-collusion certification of proposing prime contractor
- Exhibit D DBE Participation
- Exhibit D Government-wide debarment and suspension (nonprocurement)
- Exhibit D California Levine Act
- Exhibit D Drug Free Workplace Certification

Attachment B - Acknowledgement of Receipt Form

In acknowledgement of receipt of this Request for Proposal: #24-03, "On-Demand Scheduling & Dispatching System" the undersigned agrees that he / she has received:

- Complete copy of the Request for Proposal
- Addendum No:
- Addendum No:
- Addendum No:

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

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

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

This name and address will be used for all correspondence related to the Request for Proposal. Firm **does / does not** (circle one) intend to respond to the Request for Proposal.

Vendor Questionnaire

The following questions are designed to summarize your proposal. Please **briefly** answer them and hyperlink the page number in the proposal where the question is more broadly answered. This questionnaire is not included in the page count.

1. Core Software Functionalities

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- Describe your experience in developing, testing, deploying, and supporting microtransit software.
- How do you manage project implementation and provide guidance on the use of on-demand technology?
- Explain how you ensure full access and ownership of all pilot data for strategic planning.
- Can your system handle advanced and multiple ride requests? Describe how this is implemented.
- Detail the capabilities of your real-time vehicle and driver monitoring interface.
- What features make your driver and administrative interfaces user-friendly?
- Describe your on-demand scheduling and routing system.

2. Customer Interface and Experience

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- How does your mobile app (iOS and Android) enhance user experience and brand identification?
- Explain the different platforms available for users to reserve rides.
- How do you ensure transparent and clear communication with users?

3. User Interface Design

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- Describe how your app provides an intuitive navigation experience.
- How does your app comply with ADA standards?
- Explain how your app is optimized for various devices.

4. Trip Booking and Management

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- How does your system handle real-time booking with estimated wait times and immediate booking confirmations?

- What options are available for advanced trip booking?
- Describe the process for modifying or canceling bookings.

5. Real-Time Information and Tracking

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- How can users track their assigned vehicle in real-time?
- How do you provide ETA notifications to users?
- What safety features are included in your app?

6. Feedback and Support

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- Explain how you collect and utilize user feedback.
- Explain how feedback is shared with the Authority
- Describe your process for resolving user issues.

7. Community Engagement and Inclusivity

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- How do you integrate local transit news and events into your app?
- Describe your approach to inclusive marketing.

8. Data Privacy and Security

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- Explain the security measures you take to protect transactions and personal data.
- How do you provide users control over their data?

9. Regular Updates and Improvements

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- Describe your approach to regularly updating the app.

10. Reporting

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- Describe how reports are created from data within the system.
- What reporting features do you offer for trip and cost tracking?

11. Training and Support

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- Describe your training program.
- What training support materials do you provide?

12. Compliance and Mandatory Requirements

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- How do you ensure adherence to relevant laws and regulations?
- Provide evidence of your past performance on similar contracts.

13. Service Design and Planning

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- Explain how you integrate service design elements with strategic objectives.

14. Trip Optimization and Cross-Zone Connectivity

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- How does your system optimize trips within each zone?
- How does your system promote trip grouping and shared rides?
- How do riders receive information about the fixed routes?
- How is the transfer to and from the fixed route facilitated?
- How is the ride tracked and counted?

15. Service Level Agreements (SLAs)

<INCLUDE HYPERLINKED PAGE NUMBER FOR EACH QUESTION>

- What performance standards do you commit to?
- How do you ensure data security and detailed reporting?
- What penalties or remedies do you offer for failing to meet service levels?

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

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

1217	2023	New England Wheels	Frontrunner	3.6L Pentastar/Gas	9,350	12/2	944	23	Front Ramp
1218	2023	New England Wheels	Frontrunner	3.6L Pentastar/Gas	9,350	12/2	951	23	Front Ramp
1219	2023	New England Wheels	Frontrunner	3.6L Pentastar/Gas	9,350	12/2	968	23	Front Ramp

Exhibit A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT No. _____

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

SAMPLE PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE YUBA-SUTTER TRANSIT AUTHORITY AND

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

RECITALS

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

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

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

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

AGREEMENT

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

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which AUTHORITY and CONSULTANT

have entered into this Agreement. AUTHORITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

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

3.0 SERVICES

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

3.2. Written Authorization.

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

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

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

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

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

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site

conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, AUTHORITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that AUTHORITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by AUTHORITY.

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

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

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

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

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

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

4.0 TIME FOR PERFORMANCE

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

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

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

5.0 PERSONNEL

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

CONSULTANT's tasks under this Agreement.

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

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

5.4. **Independent Contractor.**

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

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

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

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this

Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

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

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

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

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

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

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

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

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

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

6.0 FACILITIES

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

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

7.0 PAYMENT

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

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

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

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

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

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

8.0 AUDIT BY AUTHORITY

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

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

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

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

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

9.2. Ownership and Use.

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

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

9.3. Intellectual Property.

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

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

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

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

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

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

9.5. **Public Records Act.**

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

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

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

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

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

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

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

10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS

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

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

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

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

(D) During this Agreement's Term, CONSULTANT will inform AUTHORITY about any

possible conflict of interest that may arise as a result of any change in circumstances.

11.0 INSURANCE

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

11.2. This Agreement's insurance provisions:

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

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

12.0 INDEMNITY

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

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

(1) Actual or alleged;

(2) In contract or in tort; or

(3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

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

(1) Attorney's fees;

(2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;

(3) Fees of an accountant, expert witness, consultant, or other professional; or

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

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

obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.0 DEFAULT, REMEDIES, AND TERMINATION

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

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

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

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

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

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

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

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

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

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

(C) CONSULTANT:

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

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

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

(4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery,

deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

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

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

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

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

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

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

(D) AUTHORITY may immediately terminate the Agreement;

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

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

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

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

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, AUTHORITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed by the termination date. AUTHORITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous

communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor AUTHORITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with AUTHORITY's and CONSULTANT's signature.

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

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

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

14.4. **Governing Law; Jurisdiction.**

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

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

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

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

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

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

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

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

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

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

(A) Take further necessary action; and

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

14.8. **Assignment.**

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

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

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

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

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

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

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

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

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

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

14.12. **Notices.**

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

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

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

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

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

AUTHORITY:
Yuba-Sutter Transit
Dept.: _____

Marysville, CA 95901

Attn: _____

Tel. No.: _____

Fax. No.: _____

Email: _____

CONSULTANT:

Attn: _____

Tel. No.: _____

Fax. No.: _____

Email: _____

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

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

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

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

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

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

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

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

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

Executed in Marysville, California.

AUTHORITY:

By _____
(Name) _____
(Title) _____

Date: _____

CONSULTANT:

By _____
(Name) _____
(Title) _____

Date: _____

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

PROFESSIONAL SERVICES AGREEMENT EXHIBIT LIST

“Exhibit A”: Proposal and Scope of Work
 (__pages)

“Exhibit B”: Project Schedule
 (__pages)

“Exhibit C”: Fee Schedule
 (__pages)

“Exhibit D”: Insurance Certification
 (__pages)

Exhibit B

Insurance Requirements

Consultant 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 Consultant, his agents, representatives, or employees. Consultant 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 Consultant 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 Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant'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 Consultant'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. 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 Consultant 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

Consultant 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

Consultant hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. Consultant 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 consultant, its employees, agents and sub-contractor.

Exhibit C

FTA TERMS AND CONDITIONS

1. **Incorporation of FTA Terms.** The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.
2. **Access to Records.** The following access to records requirements applies to this Agreement:
 - a. Where the Authority is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of them authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. Where any Agency is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - c. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - d. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

3. Civil Rights

- a. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as

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

b. Equal Employment Opportunity– The following equal employment opportunity requirements apply to the Agreement:

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

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

4. Disadvantaged Business Enterprises.

- a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The Authority does not have a DBE goal for this project. Contractor will be required to report its DBE participation obtained through race neutral means throughout the period of performance of this Agreement.
- d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 10 days after the Contractor's receipt of payment for that work from the Authority. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The Contractor must promptly notify Authority whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Authority.

5. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Authority and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Agreement.

7. Fly America Requirements. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of

Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

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

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

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

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

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

- a. Minimum wages
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are

permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full number of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employee's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and The classification is utilized in the area by the construction industry; and The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of

Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

iii. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

v. (A) The contracting officer shall require that any class of laborers or mechanics who is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry;
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014- 1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations,

29 CFR p 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of "compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees

i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the

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

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

- iii. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- e. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- f. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this act.
- i. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility –
 - i. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15. Patent and Rights in Data.

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

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

ii. The following restrictions apply to all subject data first produced in the performance of the Agreement:

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

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

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

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

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

with Federal assistance provided by FTA.

b. Patent Rights

- i. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Authority and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- ii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Authority and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- iii. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

17. Recovered Materials. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

18. Safe Operation of Motor Vehicles.

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents,

a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

19. Suspension and Debarment.

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

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

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

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

21. Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

23. Contract Work Hours and Safety Standards.

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

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

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

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

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

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act,

Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

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

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

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

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

Date _____
Signature _____
Company _____
Name _____
Title _____

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

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

Date _____
Signature _____
Company _____
Name _____
Title _____

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

27. Termination

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

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

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

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

- e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

- h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take

possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

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

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

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

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

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall

be the same as if the termination had been issued for the convenience of the Recipient.

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

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

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

28. Conformance with ITS National Architecture.

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

29. Trafficking in Persons.

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

30. Federal Tax Liability and Recent Felony Convictions.

The contractor certifies that it:

a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

31. Notice to Third Party Participants.

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

32. Notification to FTA.

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

a. Types of Legal Matters Requiring Notification. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters Affecting the Federal Government. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the Authority, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Authority. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal,

state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the Authority, including divisions tasked with law enforcement or investigatory functions.

Exhibit D
Required Forms and Certifications

CERTIFICATIONS AND RESTRICTIONS ON LOBBYING

I, _____ hereby
certify (Name and title of Principal)

On behalf of

that: (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned 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. Section 3801, et seq., are applicable thereto.

Signature of authorized representative (Principal) _____

Type or print name: _____

NON-COLLUSION CERTIFICATION OF PROPOSING PRIME CONTRACTOR

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

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

Signature: _____

Title: _____

Date: _____

DBE PARTICIPATION

The following stated dollar (\$) amount will be the compensation paid to Disadvantaged Business Enterprise (DBE) Firms certifiable or certified under the provisions of the "Yuba-Sutter Transit Authority DBE Program".

Total Contract Amount \$ _____

Firm Name: _____

Firm Address: _____

Description of Work: _____

Total Contract Amount \$ _____

Firm Name: _____

Firm Address: _____

Description of Work: _____

Total Contract Amount \$ _____

Firm Name: _____

Firm Address: _____

Description of Work: _____

Total DBE percentage participation _____ %

Total dollar value of DBE participation \$ _____

The undersigned hereby certifies that the foregoing statements and information are true and correct.

Name of Bidder: _____

Company Name: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. 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,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is 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 listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, an
 - g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Contractor Name: _____

Date: _____

Signature of Authorized Official _____

Name and Title of Contractor's Authorized Official _____

CALIFORNIA LEVINE ACT

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

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

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

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

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

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

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

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

DRUG FREE WORKPLACE CERTIFICATION

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

_____ that
(Name of company)

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

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

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

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

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

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

CERTIFICATION:

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

Executed this _____ day of _____, 20 _____

By _____
(Signature of authorized official)

(Title of authorized official)