



Solano Transportation Authority

... working for you!

SOLANO TRANSPORTATION AUTHORITY

Member Agencies:

Benicia ♦ Dixon ♦ Fairfield ♦ Rio Vista ♦ Suisun City ♦ Vacaville ♦ Vallejo ♦ Solano County

423 Main Street, Suisun City, CA 94585-2413 ♦ Telephone (707) 424-6075 / Fax (707) 424-6074
Email: info@sta.ca.gov ♦ Website: sta.ca.gov

October 3, 2022

RE: Request for Proposals (RFP)2022-02 for Suisun City Transit Services

Dear Operator:

The Solano Transportation Authority (STA) invites consultants to submit a proposal for the Suisun City Transit Service.

To obtain a copy of the full Request for Proposals (RFP), please download the RFP a PDF file from the STA website: <https://sta.ca.gov/work-with-sta/procurement-opportunities/> or call the STA at (707) 424-6075.

The RFP describes the project, presents the requirements of the **Consultant**, and outlines the criteria that will be used to evaluate the **RFP**.

Qualified organizations are invited to submit one (1) hard copy and one (1) digital copy (CD or flash drive) of your Proposal to the STA office no later than **4:00 PM, on October 21, 2022** addressed to:

Attn: Brandon Thomson
Transit Mobility Coordinator II
Solano Transportation Authority
423 Main Street, Suisun City, CA 94585

Note that this deadline is firm and late submittals will not be accepted. RFP's will be reviewed and, if needed, the firms/teams whose qualifications most closely meet the STA's needs will be invited to interview on or about the week of **October 31, 2022**.

Sincerely,

A handwritten signature in blue ink that reads "Daryl K. Halls".

Daryl K. Halls
Executive Director



**REQUEST FOR PROPOSALS
(RFP #2022-02)**

For the

Preparation of Suisun City Transit Services

In

The City of Suisun City

Release Date: October 3, 2022

RESPONSES DUE:

4:00 PM, FRIDAY, October 21, 2022

One (1) complete hard copy and one digital copy (flash drive) of each response must be received before 4:00 p.m. PST on October 21, 2022

Solano Transportation Authority
Brandon Thomson, Project Manager
423 Main Street
Suisun City, CA 94585-2473

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INTRODUCTION AND SCHEDULE

GENERAL OVERVIEW

The Solano Transportation Authority (STA) is seeking a contractor (Contractor) to operate transit services within the City Suisun City and surrounding area. In general, the services to be provided are deviated fixed route and General Public Dial-a-Ride, customer service, dispatch, and vehicle daily servicing. STA anticipates that the operations would commence on January 1, 2023, continuing for two years, with two one-year options. This Request for Proposals (RFP) is for operations, certain administrative functions, and daily servicing and does not include vehicle maintenance.

ABOUT CITY OF SUISUN TRANSIT SERVICES

The City of Suisun City (City) is in Solano County, California in the north bay area of the San Francisco Bay Area (www.suisun.com). Until recently, the City contracted with the City of Fairfield to provide transit services. The City has contracted with the Solano Transportation Authority (www.sta.ca.gov) to manage and operate the new service. This RFP is generally for transit operations and vehicle daily servicing and does not include vehicle maintenance. Vehicle maintenance, other than normal daily servicing, will be contracted by STA to other service providers, generally located nearby.

SCOPE OF WORK

Contractors' proposal shall be based on the attached Scope of Work (Attachment 1). Insurance requirements are attached (Attachment 2).

SOLICITATION SCHEDULE

Activity	Date
RFP Issued	October 3, 2022
Mandatory Pre-Proposal Conference	October 7, 2022, 2:00 p.m.
Requests for Clarification/Questions due from Proposers	October 12, 2022, 4:30 p.m.
STA Response to Requests for Clarification/Questions Issued by	October 19, 2022,
Proposals due from Proposers	October 21, 2022, 12:00 p.m.
Interviews	Week of October 31, 2022
Best and Final Offer	November 4, 2022
Contract Award	November 11, 2022
Notice to Proceed	November 11, 2022
Service Start Date under New Contract	January 3, 2023

COMMUNICATIONS

PROJECT MANAGER AND PROCURING AGENCY

For this procurement, the Project Manager's contact information is as follows:

Brandon Thomson, Project Manager
Solano Transportation Authority
423 Main Street
Suisun City, CA 94585
Main Telephone Number: (707) 424-6075
bthomson@sta.ca.gov

PROPOSER COMMUNICATIONS AND REQUESTS

All correspondence, communication and/or contact regarding any aspect of this solicitation shall be only with the Project Manager, or his/her designated representative.

ADDENDA TO RFP

STA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in addenda.

INSTRUCTIONS TO CONTRACTOR

DUE DATE

Sealed proposals for the provision of City of Suisun Transit Operation Services must be received as specified and labelled as follows:

Brandon Thomson, Project Manager
Solano Transportation Authority
423 Main Street
Suisun City, CA 94585
Attn: Suisun Transit Services Proposal

Proposals and subsequent offers shall be valid for a period of 60 days.

PROPOSAL REQUIREMENTS

PROPOSAL CONTENTS

A package shall be addressed to the Project Manager and must, at a minimum, contain the following, in the order listed below.

- 1) Letter of transmittal
 - a. Identification of the offering firm(s), including name, address, and telephone number of each firm.
 - b. Proposed working relationship among offering firms (e.g., prime/sub), if applicable.
 - c. Name, title, address, and telephone number of contact person during the period of proposal evaluation.
 - d. A statement to the effect the proposal shall remain valid for a period of not less than 60 days from the date of submittal: and
 - e. Signature of a person authorized to bind the offering firm to the terms of the proposal.
- 2) Qualifications Statement
- 3) Implementation Program
 - a. Proposed Management Plan
 - b. Proposed Start-up Plan
- 4) Forms
 - a. Acknowledgement of receipt of RFP addenda, if any.
- 5) Price Proposal

Proposals shall be submitted in 8-1/2" x 11" size. Offers should be typed, double-sided, and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise.

PROPOSAL PACKAGING REQUIREMENTS

Proposals shall be submitted in two (2) separately sealed packages defined below. Each package shall be marked as specified below and shall contain all the proposal documents for which the package is required to be marked. The two packages can be delivered in one box. These same requirements shall apply to any Best and Final Offers which may be requested.

PACKAGE NO. 1: TECHNICAL PROPOSAL

STA RFP#

1. Letter of Transmittal
2. Technical Proposal
3. Forms

SUBMITTED BY:

(Contractor's name and address)

PACKAGE NO. 2: PRICE PROPOSAL

STA RFP#

1. Annual Price Proposal Form
2. Pricing Schedule
3. Supporting Data

SUBMITTED BY:

(Contractor's name and address)

No cost, price or financial information of any kind shall be included in Package No. 1.

For Package 1, Proposer must provide one (1) original, four (4) copies, and one (1) copy on flash drive;
For Package No. 2, Proposer must provide one (1) original and one (1) copy.

TECHNICAL PROPOSALS

CONTRACTOR QUALIFICATIONS STATEMENT

This section of the proposal establishes the ability of the Contractor to provide the required services.

IMPLEMENTATION PLAN

Contractor shall provide the following:

Management Plan

Provide a description of the understanding of the work to be performed, including but not limited to:

- 1) An action plan to achieve the start date.
- 2) A graph/chart showing the phases or timeline of implementation of work.
- 3) An organizational chart showing the level of staffing required for meeting the requirements of the proposal for start-up and ongoing operations.
- 4) Provide resumes for key personnel.
- 5) Descriptions of the key positions necessary and a description of the duties.

Operations Plan

The Contractor shall describe the strategy for implementing services, including procedures to ensure service delivery, dispatch, road supervision, and emergency and incidents procedures. The following should be the minimum included in the Plan, along with other elements that Contractor deems significant for meeting the service requirements and expectations of the RFP:

- 1) Describe the reporting structure and included an organizational chart.
- 2) Describe how dispatchers will schedule demand response rides and route deviation requests and track data.

Safety Program

Provide a summary copy of Contractor’s Safety Program. Safety Programs may include but are not limited to customer relations, defensive driving, refresher training, safety meetings, and safety incentives

Training Program

Provide a description of the training that will be provided to each operator and other personnel, as applicable.

Contractor shall ensure that staff are appropriately trained in any computer-based programs or applications necessary to provide service, reporting, or other functions under the contract. Employees must be conversant in technology adequate to utilize computer tablets and other components necessary for micro transit dispatched rides. STA anticipates utilizing the services of Uber ride scheduling for dial-a-ride scheduling.

Start-Up Plan

The CONTRACTOR shall provide a plan of how all transition and start-up tasks shall be completed.

Job Classification and Wage Scales

Provide a list of positions needed to fulfill the requirements of this RFP and document the duties of each position. List the anticipated salaries, wages, and benefits for each.

PRICE PROPOSAL

ANNUAL TOTAL PRICE PROPOSAL

The Contractor is required to complete and execute the following “Annual Total Price Proposal” form.

Contractor shall provide its price proposal in a separate, sealed envelope in its submittal package.

ANNUAL PRICE PROPOSAL FORM

CONTRACTOR: _____

Base Year 1	YR 2023 (January 1, 2023 – December 31, 2023)
Beginning Level of Service	
Fixed Cost	
Annual Variable Cost	
Start Up Expense	
Base Year 1 Total Maximum Obligation	

Base Year 2	YR 2024 (January 1, 2024 – December 31, 2024)
Beginning Level of Service	
Fixed Cost	
Annual Variable Cost	
Base Year 2 Total Maximum Obligation	

Option Year 1	YR 2025 (January 1, 2025 – December 31, 2025)
Beginning Level of Service	
Fixed Cost	
Annual Variable Cost	
Option Year 1 Total Maximum Obligation	

Option Year 2	YR 2026 (January 1, 2026 – December 31, 2026)
Beginning Level of Service	
Fixed Cost	
Annual Variable Cost	
Option Year 2 Total Maximum Obligation	

NAME: _____

SIGNATURE: _____

DATE: _____

Telephone Number: _____

PRICING SCHEDULE

In addition to the Total Annual Price Proposal form, Contractor shall submit a detailed Pricing Schedule, showing a breakdown of all costs associated with the Total Annual Price Proposal form. Contractor shall submit line-item costs that reconcile to the summary costing in the Total Annual Price Proposal. The details in the budget line-item pricing shall include, but not be limited to:

- Salaries and benefits individually reported for each personnel position
- Overtime budget.
- Uniforms.
- Office supplies.
- Operational supplies.
- Insurance for each of the required coverages.
- Phone and internet costs.
- Supplies.
- Training.
- Travel.
- Professional services.
- Overhead and profit.

For purposes of pricing services and supporting equipment and supplies, STA shall be responsible for purchasing vehicles (revenue and support vehicles) and vehicle maintenance. Contractor is responsible for all normal daily servicing activities including but not limited to vehicle exterior cleaning, daily vehicle cleaning, fueling, and farebox removal.

Contractor shall provide its price proposal in a separate, sealed envelope in its submittal package.

PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

GENERAL OVERVIEW

Selection will be made based on the highest quality of service proposed that best matches the requirements of the RFP.

TECHNICAL QUALIFICATIONS EVALUATION FACTORS

The basis for selection is set forth below.

Criteria
Ability to perform work based on experience with similar projects
Experience and qualifications of staffing and assigned personnel
Approach to Work Scope, Cost Control and Quality of Service

Ability to perform work based on experience with similar transit projects

- Demonstrated ability to execute Scope of Work
- Demonstrated capability and performance with similar projects including record for on-time performance and safety
- Demonstrated success in providing timely, responsive customer service
- May include client references and past performance

Experience and Qualifications of Staff and Assigned Personnel

- Knowledge of and experience with delivery of public transit service
- Qualifications, knowledge, and experience of proposer's management staff working on this project
- Capability of and plans for providing qualified and well-trained staff and personnel for the services to be provided
- Understanding of the staffing needs and requirements for providing services

Approach to Work Scope, Cost Control and Quality of Service

- Management approach
- Commitment to providing excellent customer service
- Commitment to safety
- Commitment to employee recruitment and retention

PRICE PROPOSALS

Price Proposals will be evaluated and scored based on the total Contract Price Proposal.

SUCCESSFUL CONTRACTOR

Successful Contractor will be expected to enter into a formal agreement with STA for provision of services. Upon selection, the successful Contractor shall receive a proposed agreement for review and signature. A sample agreement may be viewed at a website to be provided as part of this procurement process. The sample agreement may contain terms and conditions that will not be included in the final agreement for this procurement, for example those related specifically to an FTA procurement.

ATTACHMENT I

SCOPE OF WORK

This Scope of Work is to provide transit service within the City of Suisun and accessing certain locations in the immediate vicinity. This is a new service and STA expects there will need to be changes during the life of the agreement; therefore, proposals should reflect flexibility to adjust costs and services as needed.

Service is expected to commence on or about January 1, 2023, with the following framework:

1. Local Area Dial-a-Ride Service

One cutaway type vehicle operating from 7am to 7pm weekdays. Will not operate Saturdays, Sundays, and generally recognized federal holidays. DAR service is convenient but cannot handle very many passengers – likely about two to three trips per hour of operation. The service will likely be used by those that otherwise do not have access to, or cannot afford, a personal automobile or other form of transport.

2. Local School Tripper Service

One cutaway type vehicle operating peak am and peak pm, totally about six hours of service per school day. Bus will run routes designed to move a small number of local school children from certain identified bus stops to bus stops near certain elementary schools. The routes will be fixed with specified bus stops on specified timetables. These trippers are provided to allow the regular DAR service to operate normally when use by school children would otherwise cause overcrowding and missed pickups for other riders during peak times for travel to and from local schools.

No service is offered on Saturdays or Sundays, or on the following holidays:

- New Year's Day
- Martin Luther King Jr.
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Revenue Service Hours

Initially, STA expects to provide the following levels of service and proposals should reflect this base level with the ability to cost effectively add and subtract service, as needed:

DAR service	
Hours per day	12
Days per year	250
Total Annual Hour	3,000
School Tripper	
Hours per day	6
Days per year	180
Total Annual Hour	1,080
Total Hours	4,080
Cost per Hour	135
Annual Cost	550,800
Anticipate Usage	
DAR	6,000
School Trippers	7,200
Total Annual	13,200
Cost/Passenger Tr	42

STA expects to provide certain facilities to the Contractor to be located at STA Headquarters in Suisun STA, CA:

- vehicle parking and staging areas
- farebox vault storage
- administrative offices
- driver staging area
- dispatching and customer service center

STA will provide the vehicles to be used in the initial transit operations. Here is the expected fleet roster for the service

Bus #	Make	Year	Fuel
Bus # 1	Starcraft	2011	Gas
Bus # 2	Starcraft	2011	Gas
Bus # 3	Starcraft	2011	Gas

Contractor shall provide all services, except as otherwise specified or agreed to, necessary to provide a complete transit program as described in this document, including but not limited to drivers, supervision, technology, daily servicing, administration, and management.

Contractor understands that vehicles and equipment provided by STA under this agreement shall be used only to provide services included under this contract.

Contractor shall return all equipment including vehicles when termination of Agreement occurs in the same condition as accepted less any ordinary wear and tear.

No modifications to STA vehicles, equipment or facilities will be permitted without prior written approval from the STA Transit Manager or his/her designee.

Contractor is responsible for providing all materials, supplies, and/or equipment as normally expected for a transit program.

Contractor shall be entirely responsible for the employment and supervision of operators necessary to perform system operations functions. Contractor shall comply with all applicable Federal and State laws and requirements including but not limited to the mandated Drug and Alcohol Testing Programs and the California Highway Patrol requirements.

Contractor shall provide and maintain clean, identical uniforms, to be approved by STA for all drivers and shall enforce an appearance code.

Contractor shall establish employee work rules through a written document to be approved by STA.

Contractor shall maintain records of all dispatching and operations activity. Such records shall be available for STA review at any time.

News media inquiries regarding bus service shall be forwarded to STA for handling and replies.

Contractor shall provide a list of 24-hour emergency numbers and a contact(s) to be used by STA for responding to emergency situations as necessary.

Contractor shall provide reports for the STA Transit Manager to be determined through agreement between STA and Contractor.

VEHICLE MAINTENANCE REQUIREMENTS

The Contractor will not be required to maintain vehicles and equipment. STA will engage another Contractor or other Contractors for vehicle maintenance. Contractor shall perform daily vehicle servicing on all STA vehicles. Contractor shall assist as needed to schedule and deliver vehicles as needed for maintenance and repairs.

The Contractor will report all vehicular collision, accidents, and incidents involving any STA-owned transit or paratransit vehicle immediately to STA, including passenger incidents. Contractor will be solely responsible for providing sufficient insurance to cover all activities of Contractor.

Contractor will permit authorized representatives of STA to examine all data and records related to transportation services on request.

ATTACHMENT II

SAMPLE CONTRACT

Type text here

**Solano Transportation Authority
Standard Contractor Contract
Project:**



Project Description:

1. **This Contract is entered into between the Solano Transportation Authority (STA) and the Contractor named below:**
Contractor's Name: _____ **Business Form:** _____
2. **The Term of this Contract is: From date of execution of contract to _____, or earlier terminated or extended by agreement of the Parties.**
3. **The maximum amount of this Contract is:** _____
4. **The CONTRACTOR agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract and incorporated as though set forth in full:**
 - **Exhibit A – Scope of Work and Documents related to Project Description and Contractor's Performance.**
 - **Exhibit B – Budget Detail and Payment Provisions**
 - **Exhibit C – General Terms and Conditions**
 - **Exhibit D – Special Terms and Conditions (Caltrans/State Funds)**
 - **Exhibit E – Special Terms and Conditions (Federal Funds)**

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ___ DAY OF _____, 20__.

SOLANO TRANSPORTATION AUTHORITY

CONTRACTOR

By: _____
DARYL K. HALLS, Executive Director

By: _____

APPROVED AS TO FORM:

By: _____
BERNADETTE CURRY, STA Legal Counsel

STA Contact Information

Daryl K. Halls, Executive Director
Solano Transportation Authority
423 Main Street
Suisun City, CA 94585
Attn:
Telephone: (707) 424-6075
Fax: (707) 424-6074

Contractor Contact Information

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. STA has materially relied upon the representations of Contractor as may have been made in STA's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified. Said Scope of Services comprises, and includes, the following documents:
 - a. STA staff report to the STA Board dated _____ and approved by the STA Board on _____;
 - b. STA'S REQUEST FOR PROPOSAL/QUALIFICATIONS (STA Project No. _____);
 - c. Contractor's written response to the Request for Proposal/Qualifications for the Project dated _____;
 - d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to STA's selection board and to the officers and employees of STA who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which STA has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Compensation. This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed _____ as set forth on Contractor’s “Cost/Fee Proposal” which includes all applicable surcharges such as taxes, insurance, and fringe benefits, and allowable indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.

B. Progress Payments. Payment for Contractor’s services shall be due under the approved payment schedule upon acceptance by Project Manager of those deliverables marking completion of a portion of the Project and as invoiced under Contractor’s proposal.

C. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that the total compensation will not exceed the sums set forth in this Contract unless under written amendment of this Contract approved by the STA Board.

D. Method of Payment. Contractor shall submit an invoice identifying the Project deliverable or milestone, with a brief status statement of the Study’s progress for which payment is sought, no later than thirty (30) days after STA’s acceptance of such deliverable/milestone. Payment shall be made by STA within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be emailed to accountspayable@sta.ca.gov and addressed as follows:

Daryl K. Halls, Executive Director
Solano Transportation Authority
423 Main Street
Suisun City, CA 94575

Attn:

E. Cost/Fee Proposal If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached here to as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Conflict with Caltrans Or Federal Provisions

Where Caltrans or Federal funds are involved, those Caltrans or Federal provisions shall control over a General Term or Condition.

2. Closing out

STA will pay Contractor's final claim for payment providing Contractor has completed all obligations undertaken under this Contract. Contractor is responsible for STA's receipt of a final claim for payment sixty (60) days after termination or completion of this Contract.

3. Time

Time is of the essence in all terms and conditions of this Contract.

4. Time of Performance

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with STA's Contract Manager.

5. Termination

A. This Contract may be terminated by STA or Contractor, at any time, with or without cause, upon thirty (30) days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. STA may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, STA will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

6. Signature Authority

The parties executing this Contract certify they have the proper authority to bind their respective entities to all terms and conditions in this Contract.

7. Warranty

A. STA relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. STA's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

8. Best Efforts

Contractor warrants that Contractor will faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to STA's reasonable satisfaction.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

9. Default

A. If Contractor defaults in Contractor's performance, STA shall promptly notify Contractor in writing. If Contractor fails to cure a default within thirty (30) days after notification, unless otherwise specified in Exhibit D, or if the default requires over thirty (30) days to cure and Contractor fails to commence to cure the default within thirty (30) days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, STA may elect to cure the default and any expense incurred shall be payable by Contractor to STA.

C. If STA serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, STA shall be entitled to recover from Contractor all damages allowed by law.

10. Indemnification

Contractor shall indemnify and hold harmless the STA, its officers, officials, employees and volunteers against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by STA's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (collectively referred to as "liabilities"), arising out of or for any negligent act or omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not STA accepted or approved any service or work product performed or provided by Contractor, and whether or not such liabilities are litigated, settled or reduced to judgment. If a final decision or judgment allocates liability by determining any portion of damages awarded is attributable to STA's negligence or willful misconduct, STA shall pay the portion of damages allocated to STA's negligence or willful misconduct, provided that STA shall not be liable for any passive negligence of STA, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by Contractor.

Contractor shall, upon STA's request, defend with counsel approved by STA (which approval shall not be unreasonably withheld), at Contractor's sole cost and expense, any action, claim, suit, cause of action or portion which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not such action, claim, suit, cause of action or portion is well founded or lacking in merit.

Acceptance of insurance certificates or endorsements required under Exhibit E of this Contract does not relieve Contractor from liability under this Section 10 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by Contractor's negligence, misconduct, or other legal fault whether such insurance policies shall have been determined to apply to such damages or claims for damages. This Section shall survive any termination of this Contract.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

11. Insurance Requirements

Contractor shall procure and maintain for the duration of this Contract the following insurance:

CONTRACTOR'S RESPONSIBILITIES - MINIMUM TYPES AND SCOPE OF INSURANCE

A. Without limiting CONTRACTOR's obligation to indemnify STA/City of Suisun City, CONTRACTOR must 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 under this Contract and the results of that work by CONTRACTOR, CONTRACTOR's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) A Crime Insurance policy covering CONTRACTOR'S employees or outsiders for loss of or damage to money, securities, or other property resulting from theft. In lieu of a Client Property Blanket Bond, Contractor may provide a policy that contains a Joint Loss Payee endorsement or other Third Party coverage naming STA/City of Suisun City.

C. Minimum Limits of Insurance

CONTRACTOR must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$15,000,000 | per occurrence for bodily injury, personal
injury and property damage. If Commercial
General Liability insurance or other form with
a general aggregate limit is used, either the
general aggregate limit shall apply separately
to this project/location or the general aggregate
limit shall be twice the required occurrence
limit. |
| (2) Automobile Liability: | \$15,000,000 | 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) Employee Theft | \$250,000 | per Employee Dishonesty |

**Solano Transportation Authority
Standard Contractor Contract
Project:**

Insurance/ Crime Insurance	\$250,000	per Client Property Blanket Bond
	\$250,000	per Computer Fraud incident
	\$ 50,000	per Inside or Outside Premises
	\$ 250,000	per Depositors Forgery

- D. If CONTRACTOR maintains higher limits than the minimums shown above, STA/City of Suisun City is entitled to coverage for the higher limits maintained by CONTRACTOR.
- E. **Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by STA/City of Suisun City. At the option of STA/City of Suisun City, either:
- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to STA/City of Suisun City, its officers, officials, agents, employees and volunteers; or
 - (2) CONTRACTOR must provide a financial guarantee satisfactory to STA/City of Suisun City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- F. **Other Insurance Provisions**
The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
- (1) STA/City of Suisun City, , and the respective officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to CONTRACTOR's insurance policy, or as a separate owner's policy.
 - (2) For any claims related to work performed under this Contract, CONTRACTOR's insurance coverage must be primary insurance with respect to STA/City of Suisun City, the respective officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by STA/City of Suisun City, the respective officers, officials, agents, employees, or volunteers is excess of CONTRACTOR's insurance and shall not contribute to it.
 - (3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by CONTRACTOR, except after 30 days prior written notice has been provided to STA/City of Suisun City.
- G. **Waiver of Subrogation**
- (1) CONTRACTOR agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
 - (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of STA/City of Suisun City for all work performed by CONTRACTOR, its employees, agents and subcontractors.

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- H. 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 STA/City of Suisun City.

- I. Verification of Coverage
 - (1) CONTRACTOR must furnish STA/City of Suisun City with original certificates and endorsements effecting coverage required by this Contract.
 - (2) The endorsements should be on forms acceptable to STA/City of Suisun City.
 - (3) STA/City of Suisun City must receive and approve all certificates and endorsements before work commences.
 - (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
 - (5) STA/City of Suisun City 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.

All insurance documents are to be sent to:

Solano Transportation Authority
Attn: STA Legal Counsel
423 Main Street
Suisun City, CA 94585

Sub-Contractors:

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated above unless specifically waived by STA in writing.

Forms of Endorsement:

Endorsements shall include the following provisions. STA understands and agrees that variations in language may occur:

THIS ENDORSEMENT, EFFECTIVE _____ A.M. _____,
201__, FOR POLICY NUMBER _____, IS ISSUED TO THE
SOLANO TRANSPORTATION AUTHORITY BY
_____ FOR (PROJECT DESCRIPTION OR
TITLE)_____.

ADDITIONAL INSURED

IT IS UNDERSTOOD AND AGREED THAT THE STA, ITS OFFICERS, OFFICIALS,
EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED
ON THE GENERAL AND AUTOMOTIVE LIABILITY INSURANCES.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE
AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE

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AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE STA MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION THE STA MAY HAVE, AND ANY OTHER INSURANCE THE STA DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE STA IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

Solano Transportation Authority
Attn: STA Legal Counsel
423 Main Street
Suisun City, CA 94585

THIS PARAGRAPH SUPERSEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

12. Independent Contractor

A. Contractor is an independent contractor and not an agent, officer or employee of STA. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against STA for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments. Contractor shall indemnify and hold STA harmless from any liability which STA may incur because of Contractor's failure to pay such obligations.

D. As an independent contractor, Contractor is not subject to the direction and control of STA except as to the final result contracted for under this Contract. STA may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

E. Contractor may provide services to others during the same period Contractor provides service to STA under this Contract.

F. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

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G. As an independent contractor, Contractor shall indemnify and hold STA harmless from any claims that may be made against STA based on any contention by a third party that an employer-employee relationship exists under this Contract.

H. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

13. Commitment of Key Contractor Personnel

In recognition of the special skill of Contractor's proposed "Project Team", if such a team has been proposed, STA has relied upon the commitment by Contractor of certain key personnel assigned to this work by Contractor and an estimate of the commitment of their time to this Project, all as set forth in Contractor's Proposal found in Exhibit B. Substitution of any key personnel or a decrease in the commitment of time to be provided to the Project by such personnel of more than 10% requires the prior written approval of STA. Contractor shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements.

14. Responsibilities of Contractor

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and STA relies upon such skills. Contractor pledges to perform the work skillfully and professionally. STA's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 4 years from the end of the contract award or for 4 years from termination, whichever is later.

15. Compliance with Law

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by STA will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

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16. Confidentiality

A. Contractor shall prevent unauthorized disclosure of names and other STA-identifying information, except for statistical information not identifying a particular project.

B. Contractor shall not use STA-specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to STA all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the STA, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from STA.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

17. Conflict of Interest

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to STA in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. Drug Free Workplace

Contractor warrants Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. Health and Safety Standards

Contractor shall abide by all health and safety standards set forth by the State of California and/or the STA under the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

20. Audits and Inspection of Record

a. Contractor shall permit STA and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, including Contractor's place of business, to make an audit, examination, excerpt and transcription during the term of this Contract and for a period of four (4) years. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

b. Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term of this Contract.

c. The State, the State Auditor, the STA, Federal Highway Administration (FHWA), or any duly authorized representative of the federal government shall have access to any books, records and documents of the Contractor pertinent to the contract for audit, examination, excerpts,

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and transactions, and copies shall be furnished if requested. This provision shall apply to subcontractors.

21. Nondiscrimination

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, 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.

22. Subcontractor and Assignment

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the STA's Contract Manager, subject to any required state or federal approval.

C. If STA consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 11 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

23. Unforeseen Circumstances

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to STA of the cause of the delay within ten (10) days of the start of the delay.

24. Ownership of Documents

A. STA shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by STA or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

25. Notice

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. STA's Obligation Subject to Availability of Funds

A. The STA's obligation under this Contract is subject to the availability of authorized funds. The STA may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the STA, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited prior to the expiration date in this Contract, or any subsequent Amendment, the STA may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

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B. Payment shall not exceed the amount allowable for appropriation by the STA Board. If the Contract is terminated for non-appropriation:

- i. The STA will be liable only for payment under the terms for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services under this Contract affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the STA Board of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to STA. If applicable funding is reduced, STA may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. Changes and Amendments

A. STA may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease for Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal Contracts or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. Choice of Law

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. Waiver

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision.

30. Conflicts in the Contract Documents

The Contract documents are complementary and interpreted in harmony so as to avoid conflict. If a conflict occurs in the Contract documents, the parties agree that the document providing the highest quality and level of service to the STA shall supersede any inconsistent term in these documents.

31. Disbarment or Suspension of Contractor

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in state or federal transportation related projects and programs; (ii) have not been convicted of a criminal offense related to the provision of consultant services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in state or federal transportation related programs or projects, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in state or federal transportation related projects or programs.

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B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the STA of any change in the status of the representations and warranty set forth in this section.

32. Execution in Counterparts; Signatures by Facsimile or PDF

This Contract may be executed in duplicate originals, each of which is deemed an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed original copies.

33. Entire Contract

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by STA or Contractor other than those contained.

EXHIBIT D

CALTRANS/STATE FUNDING CONTRACT PROVISIONS

1. DATA FURNISHED BY STA; CONFIDENTIALITY OF DATA

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“STA Data”) provided to Contractor by STA for use by Contractor to perform its services under this Contract shall remain the property of STA and shall be returned to STA at the completion or termination of this Contract. No license to such STA Data, outside of the Scope of Work of the Project, is conferred or implied by Contractor’s use or possession of such STA Data. Any updates, revisions, additions or enhancements to such STA Data made by Contractor in the Project shall be the property of STA and subject to this Contract.

All financial, statistical, personnel, technical, or other data and information relative to the STA’s operations, and designated confidential by the STA and provided to the Contractor to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure. Permission to disclose information on one occasion, or at a public hearing held by the STA and relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

The Contractor shall not comment publicly to the press or any other media regarding the contract or the STA’s actions on the same, except to the STA’s staff, Contractor’s own personnel involved to perform the contract, at public hearings or in response to questions from a Legislative Committee. The Contractor shall issue no news release or public relations item of any nature regarding the work performed or to be performed under this Contract without prior review of the contents by the STA and receipt of STA’s written permission.

Any subcontract entered into because of this Contract shall be subject to all this Section.

2. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products (“Work Products”) prepared or assembled and furnished to STA by CONTRACTOR or its subcontractors under this Contract shall be the property of STA, and copies shall be delivered to STA promptly upon completion of the work or upon an earlier termination of this Contract. CONTRACTOR assigns to STA ownership of all right, title and interest in such Work Products, including ownership of the entire copyright in the Work Products. CONTRACTOR also agrees to execute all papers necessary for STA to perfect its ownership of the entire copyright in the Work Products. CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to STA, and CONTRACTOR shall replace any such Work Products lost, destroyed, or damaged while in its possession without additional cost to STA.

3. EQUIPMENT PURCHASES

To the extent this Contract provides for the purchase of equipment, Contractor agrees to abide by the following:

- a. Prior authorization in writing, by the STA’s Director of Projects shall be required before the CONTRACTOR enters into any unbudgeted or additional contract, purchase order or subcontract exceeding \$5,000, for supplies, equipment or additional Contractor services beyond those contained in the scope of work and cost proposal, if any, and, further, CONTRACTOR

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shall provide an evaluation to the STA of the necessity or desirability of incurring such costs prior to any approval by the STA for the additional expenditure(s).

b. For purchase of any item, service or consulting work not covered by CONTRACTOR'S Cost Proposal for which CONTRACTOR seeks reimbursement beyond the Cost Proposal, and which exceed \$5,000.00, the CONTRACTOR shall both receive prior authorization from the STA's Director of Projects including submission of three competitive quotations or adequate justification presented for any absence of such quotations. Any equipment purchased because of this contract is subject to the following provision:

The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the STA shall receive proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the STA in an amount to the fair market value, or sell such equipment at the best price obtainable at a public or private sale, under established STA procedures; and credit the STA in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the STA and the CONTRACTOR. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the STA.

4. **SOLICITATION OF CONTRACT**

Contractor warrants it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, STA shall have the right to terminate the Contract without liability or, at its discretion, the right to deduct from Contractor's maximum payment the full such fee, commission, percentage, brokerage fee, gift or contingent consideration.

EXHIBIT E

SPECIAL PROVISIONS RELATED TO FEDERAL FUNDING

If any funding for the Project is from federal government sources the following sections will apply to, be incorporated within and are made a part of this Contract:

FEDERAL PROVISION 1. IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of this Contract shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the Metropolitan Transportation Commission, the State of California Department of Transportation, and the Federal Transit Administration/Federal Highway Administration and/or the U.S. Department of Transportation. The contents of this report do not reflect the official views or policy of the U.S. Department of Transportation.

FEDERAL PROVISION 2. SUBCONTRACTS

A. Sub-contractors approved by STA for subcontract work under this Contract are listed in Federal Provision 8 below entitled "Disadvantaged Business Enterprise (DBE)/Sub-contractor List," and is attached and incorporated herein by this reference. Contractor shall not subcontract all or any portion of its services under this Contract, except as specified in said Federal Provision 8 without the prior written approval of STA and any attempt to do so shall be void and unenforceable. If Contractor enters into one or more subcontracts under this Contract, Contractor agrees that the participating sub-contractors shall be solely and directly responsible to Contractor, and STA shall have no obligation to them.

B. Contractor shall include all provisions of this Contract, modified only to show the particular contractual relationship, in any subcontracts connected with carrying out its Contract that exceed \$25,000, except contracts for standard commercial supplies or raw materials. No subcontract shall include a cost plus percentage of cost method of payment.

C. Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Contractor shall pay all subcontractors for work for which Contractor has been paid by STA and for which the subcontractor has submitted an invoice no later than thirty (30) days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within thirty (30) days of satisfactory completion of the subcontractor's work, or when is reasonably feasible.

D. Any sub-contract of \$25,000.00 or greater shall include within its provisions a full and complete copy of FHWA Form 1273.

FEDERAL PROVISION 3. ASSIGNMENT OF CONTRACT

Contractor shall assign no part of this Contract without prior express written consent of STA or a designated representative, and any attempt without complying with this requirement shall be void and unenforceable.

FEDERAL PROVISION 4. RECORDS

Contractor shall maintain full and adequate books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this Contract for a minimum of three (3) years following final payment to the Contractor or four (4) years following the fiscal year of the last expenditure under this Contract, whichever is longer.

FEDERAL PROVISION 5. AUDITS

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Contractor shall permit STA, the U.S. DOT, FTA/ FHWA and the Comptroller General of the United States and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, to make an audit, examination, excerpt and transcription during the term of this Contract and for the period specified in Federal Provision 4. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA, the U.S. DOT, FTA/ FHWA and the Comptroller General of the United States or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$25,000.

FEDERAL PROVISION 6. NOTICES

Except for invoices submitted by Contractor under the provisions on compensation, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as stated on the first page of this Contract.

FEDERAL PROVISION 7. CIVIL RIGHTS

(1) 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.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) 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.

(b) 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.

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(c) 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.

(3) 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.

FEDERAL PROVISION 8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

A. Policy. It is the policy of STA to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to STA’S procurement and professional services activities. To perform the Contract, Contractor will cooperate with STA in meeting these commitments and objectives.

B. Obligation of Contractor. Contractor shall not discriminate on the basis of race, color, national origin or sex to perform this Contract. Contractor shall carry out requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of contract, which may cause the termination of this Contract or such other remedy as the recipient deems appropriate.

C. Contract-Specific Goal. Under the provisions of State law and the requirements of Caltrans, there is no contract-specific DBE participation goal established for the Contract. A list of the certified DBE firms Contractor intends to use on the PROJECT is set forth below. Contractor shall not terminate any listed DBE Subcontractor for conveniences and perform work with its own forces, without the prior approval of STA. If a listed DBE is terminated Contractor shall make good faith efforts to substitute another DBE. Substitutions of subcontractors (DBE or non-DBE) require the prior written approval of STA. This section shall be under Attachments (i) and (ii) to this Exhibit G.

D. Record Keeping. Contractor shall maintain full and accurate records of DBE participation to perform the Contract, including payment amounts. Contractor shall submit quarterly reports to the MTC DBE Liaison Officer, which include the names and addresses of the DBEs performing work during the previous quarter and the total amounts billed and paid during the quarter.

E. Disadvantaged Business Enterprise (DBE)/Subcontractor List

	<u>Name/Address of Subcontractor</u>	<u>DBE? yes/no</u>	<u>Amount of Subcontract (DBE only)*</u>	<u>Description of Work</u>
1.				
2.				
3.				
4.				
5.				
6.				

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FEDERAL PROVISION 9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations, applicable to this Contract.

FEDERAL PROVISION 10. ENERGY CONSERVATION

Contractor shall comply with all 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 (42 U.S.C. § 6321).

FEDERAL PROVISION 11. PRIVACY ACT

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

FEDERAL PROVISION 12. DEBARMENT

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

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 enters into.

C. By executing this Contract, Contractor certifies that has represented that it has not been excluded or disqualified as provided in subsection A above. The certification in this clause is a material representation of fact relied upon by STA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to STA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

FEDERAL PROVISION 13. CLEAN AIR AND WATER POLLUTION ACTS

(1) 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 and pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et . seq. The Contractor agrees to report each violation

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to the STA and understands and agrees that the STA will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) 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.

FEDERAL PROVISION 14. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. §1352 and 49 C.F.R. Part 19 and has executed Appendix A Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

FEDERAL PROVISION 15. LAWS AND REGULATIONS

- A. Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to STA, the U.S. DOT, FTA/FHWA and the State of California (Caltrans) that relate to or in any manner affect performing the Contract. Those laws, statutes, ordinances, rules, regulations and procedural requirements imposed on STA as a recipient of federal or state funds are imposed on Contractor including but not limited to 49 Code of Federal Regulations Part 18, which are incorporated by this reference.
- B. 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 STA 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 Contract.

FEDERAL PROVISION 16. RECYCLED PRODUCTS

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.

FEDERAL PROVISION 17. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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(2) 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.

FEDERAL PROVISION 18. FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) 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 underlying contract, 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 underlying contract or the FTA assisted project for which this contract work is 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.

(2) 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.

(3) 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.

FEDERAL PROVISION 19. CONTRACT WORK HOURS AND SAFETY STANDARD

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 workweek 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; liquidated 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 liquidated damages** - The STA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

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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 section.

FEDERAL PROVISION 20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding 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 are incorporated by reference. Anything to the contrary in this Contract 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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APPENDIX A – CERTIFICATION REGARDING LOBBYING

49 CFR PART 20-Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date