



**REQUEST FOR PROPOSALS**  
**for**  
**Microtransit, Paratransit, and Non-Emergency Medical Transport Software**  
**RFP #2023-01**

**Issued by: Tulare County Regional Transit Agency**  
**210 N. Church St., Suite B**  
**Visalia, CA 93291**

**Bids are DUE August 31, 2023**  
**NO later than 4:00 PM (PDT)**

**LATE BIDS WILL BE REJECTED**  
*There will not be a public opening for this RFP*

**For further information regarding this RFP contact Albert Barragan**  
**Via Email: [ABarragan@gotcrta.org](mailto:ABarragan@gotcrta.org)**

**Issued: August 3, 2023**

# Tulare County Regional Transit Agency (TCRTA)

**Public Notice  
Request for Proposals (RFP)  
for  
Microtransit, Paratransit, and Non-Emergency Medical Transport Software**

Notice is hereby given that the Tulare County Regional Transit Agency (TCRTA), a Public Transit Joint Powers Authority, is inviting sealed proposals for project number 2023-01 – Microtransit, Paratransit, and Non-Emergency Medical Transport Software.

The RFP can be obtained by visiting <https://tularecog.org/tcag/>

Each bid must be contained in a sealed envelope stating: “**Microtransit, Paratransit, and Non-Emergency Medical Transport Software RFP #2023-01**” Attention: “Executive Director” and filed at the offices of TCRTA, 210 North Church Street, Suite B, Visalia, CA 93291 on or before **4:00 pm (PDT), August 31, 2023**.

TCRTA is not liable for any costs incurred by Proposers in responding to this RFP. Bidders are required to submit an **original written bid and one (1) electronic copy on thumb drive** in response to this Request for Proposals.

A non-mandatory Pre-Proposal Meeting (Zoom Meeting) will be held on **August 10, 2023, starting at 1:00 pm (PDT)**. Interested attendees may attend the Zoom meeting by using the following link: <https://us02web.zoom.us/j/81312347231?pwd=WmlzTnlzZlNKSnlzWmFkVWVsZWErQT09>

All inquiries and communications from Proposers shall be submitted in writing to Albert Barragan, Interim Executive Director, via email. The deadline to submit questions via email to [ABarragan@gotcrta.org](mailto:ABarragan@gotcrta.org) is **August 15, 2023, at 4:00 pm. (PDT)**. Except as set forth herein, there shall be no other communication with any other TCRTA or Visalia Transit employees or consultants with respect to the proposal documents or project.

Any interpretation, correction or change of the bid documents will be made via Addendum. Interpretations, corrections or changes made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections or changes. All bidders are required to read and completely familiarize themselves with the terms and conditions of this request for proposal’s Contract Documents and Specifications and to submit all necessary documentation required of the bidder as specified.

The Agency reserves the right to postpone proposal opening, accept or reject any and all Proposals and to waive any informality in any Bid, all as the Agency deems to being in its own best interests.

**Confidentiality**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, proposers are hereby notified that Proposals become public record. Proposers are to clearly identify any information that is confidential and/or proprietary and submit a redacted copy of their proposal with the confidential and/or proprietary information. In the event of a Public Records Act or Freedom of Information Act request, TCRTA will use the redacted copy submitted by the Proposer in response and the failure to provide a redacted copy may result in the disclosure of a Proposer's entire response. TCRTA is not responsible or liable for the disclosure of any information that is not clearly labeled as confidential and/or proprietary and provided in redacted form.

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## **INTRODUCTION**

The Tulare County Regional Transit Agency (TCRTA) is requesting proposals from qualified firms to implement and administer the Agency’s Microtransit, Paratransit, and Non-Emergency Medical Transport (NEMT) Software. The Contractor must provide a platform that supplies an on-demand environment for managing and supporting one or all of TCRTA and City of Visalia (Visalia Transit) operations. The Agency is looking for a qualified firm that can provide all software needs as outlined in the Scope of Work. In the event that a single firm cannot provide all of the components of the software needed, TCRTA reserves the right to award to multiple firms to meet the Agency’s needs.

A non-mandatory Pre-Proposal Meeting (Zoom Meeting) is scheduled for **August 10, 2023, at 1:00 pm (PDT)**. This pre-proposal meeting is open to all interested prospective bidders. The meeting will allow the Agency to receive any bidders’ request for project clarifications and to review the requirements for submitting a bid.

TCRTA is one of two public transit providers, Visalia Transit and TCRTA, for Tulare County. TCRTA is partnering with the City of Visalia (Visalia Transit) for a 3-year pilot, during which TCRTA will operate the service. At the conclusion of the second year, TCRTA and Visalia will evaluate the performance and collectively issue a request for proposals for a long-term agreement at the conclusion of the final year of the pilot (Year 3).

TCRTA currently operates an on-demand microtransit service called “transPORT” in the cities of Porterville and Lindsay from 6am-10pm Monday through Saturday and 8am-8pm on Sunday. The “transPORT” service would be expanded to accommodate different areas of Tulare County in a phased approach.

TCRTA and Visalia Transit both operate paratransit services for eligible riders who have a disability that prevents them from making some or all their trips on fixed-route buses. Paratransit provides a shared-ride, curb-to-curb (origin-to-destination) service which operates in the same areas and during the same days and hours as the Agency’s fixed-route bus system.

The proposed technology will be implemented in multiple phases to support On-Demand, ADA Paratransit, Dial-a-Ride, and NEMT services throughout the region. The phases are described below:

1. Migrate Porterville Service Zone (Porterville, Strathmore, Lindsay).
2. Deploy services in Urban areas – Visalia, Tulare, Exeter, Farmersville, Dinuba, and Woodlake.
3. Deploy services in Rural areas.
4. Deploy concierge portal for healthcare organizations.
5. Deploy NEMT services.

TCRTA will provide drivers and vehicles, and the contractor will provide the necessary tablets and software, and marketing to promote and operate the service.

Proposers should review the requirements for the software detailed in the scope of work and submit a response in conformance with the requirements. Optional features have also been set up in the form of checklists provided in Attachment A of this RFP. The Agency expects to award to the firm whose proposal is most advantageous to TCRTA.

This RFP is open to all firms with the ability to provide the stated requirements listed in this solicitation.

### **RFP SCHEDULE**

To the extent achievable, the following schedule shall be used for the procurement process. TCRTA reserves the right to modify the dates below as necessary.

August 3, 2023	Solicit Proposals
August 10, 2023 @ 1:00 pm (PDT)	Non-mandatory Pre-Proposal Meeting (Zoom Meeting)
August 15 ,2023 @ 4:00 pm (PDT)	Deadline to submit questions to TCRTA
August 21, 2023	TCRTA's response to questions by Addendum
August 31, 2023 by 4:00 pm (PDT)	Proposals DUE to TCRTA
September 5-8, 2023	Oral Interviews and Software Demo
September 18, 2023	Contract Awarded (anticipated)
November 28, 2023	Service Implemented

### **DBE PARTICIPATION**

It is the policy of the Department of Transportation that DBEs, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. A DBE goal has not been established for this project, but TCRTA welcomes and encourages DBE participation.

### **SCOPE OF WORK**

While this RFP provides certain minimum required and optional features of the desired software, responding firms should design their submissions to offer the best opportunity to collaborate on this pursuit to meet the potential future needs of the Agency.

## Microtransit Software:

TCRTA is seeking to continue and enhance its current on-demand Microtransit service and is requesting a technology solution to support on-demand trip requests and for other public transit on demand purposes. The following are specific minimum technology requirements that TCRTA requires:

### Software & Backend System

- Rider Interface Technology
- Ability for riders to book wheelchair accessible vehicles
- A mobile fare payment option
- Ability to save credit card information for user
- App should allow rider to specify if children are riding and if any children are age 8 or below per California Child Seat Regulation
- Ability to see vehicles in real time on Dispatch interface
- App should provide customer with estimated arrival/drop off times before and after booking
- App should provide real time audio/visual directions and notifications for driver
- App should notify need for payment and allow drivers to accept fare payment on vehicle
- Admin/Dispatch software should have a display screen with live map designed so that rides are monitored
- Native mobile app for iPhone/Android that is accessible for ADA compliance
- Ability for riders to specify number of wheelchairs that will be riding
- Ability to accept debit/credit cards and pay on vehicle option as well
- Mobile fare payment with discount for seniors and disabled
- Ability to view service zone in the mobile/web app on customer side
- App should require customers to create accounts
- Flexible booking methods such as a web option, and call-in option
- App should allow drivers to add walk up customers
- App should have the ability to enable/disable vehicles from both dispatch and driver screens
- Admin/Dispatch software should have the ability to add/cancel rides in the system

- Admin/Dispatch software should have the ability to intervene the booking algorithm and assign riders as needed
- Admin/Dispatch software should have the ability to increase, decrease, add or remove additional zones
- Software should have the ability to calculate price of the trip to the rider upon trip request and before final trip confirmation is made
- App should allow a rider profile to be created that identifies special needs of the rider in terms of fare payment, vehicle type, accessibility
- Ability to create mileage/distance-based fares
- White Label App
- Admin/Dispatch software should have the ability to modify rider zone
- Admin/Dispatch software should have the ability to modify service, service days, and service times
- Software should allow discounts to be applied where the price is based on factors such as rider type, trip start/end, location or time of day
- Ability to show address and name of business when booking
- App should have the ability to provide multiple languages for customer needs
- Training

### Agency Data & Reporting

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

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

- Total passenger counts
- The status of completed rides
- How many rides are serviced (per hour, etc.)
- How long riders are on a vehicle
- Vehicle miles traveled (in total, by vehicle, etc.)



- Origin and destination information
- Fare payment data
- Financial Reconciliation Reporting by rider and/or by vehicle
- Data collection, computations, and reporting must comply with the most recent version of the Federal Transit Administration’s National Transit Database Policy Manual guidance on Service Data (S-10) for Demand Response service, including, but not limited to NTD Software Upgrades/ Technical Support
- System must have a practical way of directly exporting data for S-10 NTD reports
- Reporting on Driver metrics (drive-time, idle-time, miles, breaks, number of passengers/no shows, etc.
- Metrics showing Business Intelligence-style data with information on number of vehicles out vs. number of riders, efficiency data, etc.

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

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

- Data associated with requested location of pick-up and drop-off
- Actual location of pick-ups and drop-offs
- Price of trip, including any discounts that were applied
- Fare payment data such as fare category or type, payment type, etc.

Driver data shall be provided at the individual driver level and include:

- Start and ends of shifts, including breaks
- Total vehicle miles traveled (start of day to end of day, terminal to terminal)
- Total revenue miles (miles with passengers on board)

#### Responsibilities of Contractor

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

- Support services must be available via phone and email during TCRTA’s service

hours

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

### Contract Termination

If contract was to be terminated the following will be required:

- Contractor must provide all services necessary to transfer administration of the system/software and data to TCRTA or its' designee at the expiration or termination of the contract and no additional compensation will be allowed for such transfer services.
- For purposes of this section, "data" includes all information stored and/or processed by the Contractor that is related to rider's account, without regard to the type of device or media that is used to store such data that is within the Contractor's control and that TCRTA owns the data generated.

**Paratransit Software:**

TCRTA is seeking to continue and enhance its current Paratransit service. The Contractor must provide a Platform that is capable of managing and supporting existing regional paratransit services.

Please refer to the FTA ADA Guidelines for questions about ADA regulations:

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final\\_FTA\\_ADA\\_Circular\\_C\\_4710.1.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf)

The following are specific minimum technology requirements that TCRTA requires:

Software & Backend System

- Rider Interface Technology
- Text to Speech ability for the visually impaired
- A mobile fare payment option
- Ability to save credit card information for user
- Ability to show address and name of business when booking
- Ability to see vehicles in real time on Dispatch interface
- App should provide customer with estimated arrival/drop off times before booking
- App should provide real time audio/visual directions and notifications for driver
- Native mobile app for iPhone/Android that accessible for ADA compliance
- Ability for riders to identify PCA from number of companions riding along
- Ability to accept debit/credit cards and pay on vehicle option as well
- Ability to view GAL service zone in the mobile/web app on customer side
- Admin/Dispatch software should have the ability to enter client eligibilities, categories, disabilities, and equipment required
- App should require customers to create accounts with existing CID number
- Flexible booking methods such as a ADA Compliant web option, and call in option
- App should allow customers with wheel chairs to identify number of wheelchairs to account for seats used

- App should notify need for payment and allow drivers to accept fare payment on vehicle
- Admin/Dispatch software should have a display screen with live map designed so that rides are monitored
- Admin/Dispatch software should have the ability to intervene the booking algorithm and assign riders as needed
- Admin/Dispatch software should have the ability to increase, decrease, add or remove additional zones
- Software should have the ability to view trip details
- App should have the ability to provide multiple languages for customer needs
- Ability to list hours of service
- Ability to book in real time
- Ability to integrate with Interactive Voice Recognition (IVR) application for advance notification calls
- Ability for system to keep a user audit log
- Ability for dispatcher to view and add details to a client log
- App should have the ability to enable/disable vehicles from both dispatch and driver screens
- Admin/Dispatch software should have the ability to add/cancel rides in the system
- Admin/Dispatch software should have the ability to modify rider zone
- Admin/Dispatch software should have the ability for agency to modify service, service days, and service times
- Software should have the ability to create partner agencies if and when the need arises
- White Label App
- Ability to make scheduled appointments
- Admin/Dispatch software should have the ability to input client eligibility information for ADA purposes
- Ability to schedule re-occurring appointments
- Admin/Dispatch software should have the ability to edit a trip without canceling the trip
- Ability for system to track which dispatcher created trip

- Ability for dispatcher to locate trips in proximity
- Ability for dispatcher to anchor trips as pick up or appointment
- Ability for parameters to be set into system for 30 minute window as required by ADA
- Ability to save common destinations when scheduling
- Ability to insert driver fuel break, breakdown, or out of service
- Ability to add a service animal
- Ability to pull mailer from client information
- Training
- Ability for dispatcher to transfer block trips in event of a vehicle breakdown
- Ability for dispatcher to change service window type to general or no earlier than according to anchor
- Ability to view suspension screen
- Ability to add different vehicle types as needed for service
- Ability to add equipment details as needed for ADA purposes
- Ability to enter holiday schedules for service
- Ability for rider to see when eligibility will expire on interface
- Ability to schedule re-occurring appointments

#### Agency Data & Reporting

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

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

- Total passenger counts
- Archives

- Manifests
- Operating Statistics
- Client Information Report
- Trips by Status and Date
- Travel Time Threshold
- On-time Performance Report
- Daily Average Vehicle Mileage
- The status of completed rides
- How many rides are serviced (per hour, etc.)
- How long your riders are on a vehicle
- Vehicle miles traveled (in total, by vehicle, etc.)
- Origin and destination information
- Fare payment data
- Financial Reconciliation Reporting by rider and /or by vehicle
- Data collection, computations, and reporting must comply with the most recent version of the Federal Transit Administration's National Transit Database Policy Manual guidance on Service Data (S-10) for Demand Response service, including, but not limited to NTD Software Upgrades / Technical Support
- System must have a practical way of directly exporting data for S-10 NTD reports
- Reporting on Driver metrics (drive-time, idle-time, miles, breaks, number of passengers/no shows, etc.
- Metrics showing Business Intelligence-style data with information on number of vehicles out vs. number of riders, efficiency data, etc.
- Pull reports for trip denials, missed trips and excessively long trips as defined by the American Disabilities Act (ADA)
- Denials and refusals summary by time and date

- Subscription vs. total trips for date range
- Subscription information report
- Daily run efficiency
- Ability to run reports based off subscriptions

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

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

- Data associated with requested location of pick-up and drop-off
- Actual location of pick-ups and drop-offs
- Price of trip, including any discounts that were applied
- Fare payment data such as fare category or type, payment type, etc.

Driver data shall be provided at the individual driver level and include:

- Start and ends of shifts, including breaks
- Total vehicle miles traveled (start of day to end of day, terminal to terminal)
- Total revenue miles (miles with passengers on board)

#### Responsibilities of Contractor

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

- Support services must be available via phone and email during TCRTA's service hours
- Contractor must provide a licensed software or technology platform that supports demand-response routing and dispatching of vehicles
- Contractor must provide upgrades and new features to software it generally makes available to its licensees at no additional charge
- Contractor must provide the Agency with prior notice to any

system/software maintenance or outages that may disrupt service. If maintenance or upgrades are to be made, Contractor must coordinate a date and time that will have the least negative impact on the Agency's paratransit service

- Contractor must identify and implement commercially available data security measures to protect customer personal information, including the use of multifactor authentication if applicable. These measures must comply with applicable federal, state, and local laws and regulations including the Agency's policies, procedures and practices.
- Contractor must be responsible for managing any changes to the algorithm set in system for service being provided
- Contractor must provide full-suite training and support for all featured services for the length of the contract
- Contractor shall provide prior notice to the Agency about any planned updates, upgrades or outages when the software will be unavailable. Contractor must coordinate a date/time that will have the least negative impact on the Agency and paratransit operations and customers
- Contractor must indicate in price proposal if upgrades and new features to software are included or priced annually
- Contractor must be able to provide the Agency's staff and any associated contractors with training and materials on how to use the rider app, driver app, and the services back end system

#### Contract Termination

If contract was to be terminated the following will be required:

- Contractor must provide all services necessary to transfer administration of the system/software and data to TCRTA or its' designee at the expiration or termination of the contract and no additional compensation will be allowed for such transfer services
- For purposes of this section, "data" includes all information stored and/or processed by the Contractor that is related to rider's account, without regard to the type of device or media that is used to store such data that is within the Contractor's control



### **Non-Emergency Medical Transport Software:**

TCRTA is seeking to implement a new Non-Emergency Medical Transport service. The Contractor must provide a Platform that supplies a Non-Emergency Medical Transport environment for managing and supporting TCRTA's "NEMT" Non-Emergency Medical Transport operations.

The following are specific minimum technology requirements that TCRTA requires:

- Ability to book rides by dispatcher working with the framework of the program as soon as same day if the system has the space.
- Native mobile app for iPhone/Android
- Ability to book rides by appointment time (arrival time) plus or minus 15 minutes.
- Ability to efficiently route drivers among the day's rides.
- Ability to communicate routes, pickups, drop-offs and other important timely information to driver over a screened interface. Tablet must be LTE capable and should report GPS information back to headquarters in real-time.
- Ability to mark a pickup as a no-show and have the system move on to the next scheduled pickup.
- Ability to report NTD, vehicle mileage, vehicle hours, trips, deadhead and other common industry metrics by vehicle, day, month and route.
- Ability to produce paper manifests should system ever become unavailable. Dispatch could save manifests or files the night before to a file location if necessary.
- Either cloud or on-premises server is fine, but certain specifications may be required before award.
- Other requirements as discovered through the process of creating the workflow.
- Ability to automatically export NTD data to Financial software.
- An option for a service level agreement to reply within certain business hours depending on problem.
- Assistance in developing the process of creating workflow.
- Training
- Ability to report trip mileage on an individual on an individual trip basis to include vehicle, origin, destination, rider name/number, exact mileage to the 1/10<sup>th</sup> mile, time, date.

## **PROPOSAL CONTENT**

The proposal shall be submitted with the following elements:

Statement of Qualifications: This section should contain a concise description of the proposer's background and experience in providing similar services as outlined in the Scope of Work.

Transition and Start-up Plan: This section should include a description about how the service will be transitioned from the end of the current service to the contractor's proposed service, assuring a smooth start-up and including a timeline that will ensure all transition tasks will be completed within TCRTA's phased timeline with the initial start-up of the first phase of service occurring in late November 2023.

Work Plan: This section should include a complete work plan as well as a transition timeline that completely addresses each aspect of the Scope of Work.

Properly Executed Required Forms: All Required Forms in this RFP must be completely filled out and properly signed, including requested notarized form.

Pricing Bid Form: Please provide detailed pricing proposal showing all costs associated with the software, including any upgrades or new features, for the duration of the contract.

Optional Features Checklists: Please complete the two checklists provided in Attachment A of this RFP. Please indicate if the option currently exists in your software, is in development, or is not available. Please mark one box for each item listed.

## **EVALUATION CRITERIA**

A team of TCRTA and City of Visalia Staff will evaluate the proposals. The team will select the firm whose proposal is most advantageous to the TCRTA project.

### **Selection Procedure:**

1. The evaluation team will evaluate and score all proposals received based on the criteria listed below.
2. Proposals not meeting the minimum technology requirements and those that are not responsive will not be given further consideration.
3. Proposals in the competitive range will be determined. These proposers will be asked for an oral interview and software demo during the period of **September 5-8, 2023**.
4. When interviews, discussions, and evaluations are concluded, TCRTA will determine the highest overall scoring firm. If needed, negotiations and Best and Final Offers may also be

requested from the highest overall scoring firm.

5. TCRTA will then recommend that the chosen firm be awarded a contract for this project. The TCRTA Board of Directors must approve the recommendation for award.

Proposals will be evaluated based on the following criteria:

1. **Qualifications, Related Experience, and References (15 points)** - Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; experience and technical competence of subcontractors (if any); client references demonstrating success in providing similar services.
2. **Project Methodology and Approach (25 points)** - Depth of proposer's understanding of the Agency's requirements. Overall quality of transition and start up work plan; logic, clarity and specificity of work plan.
3. **Price Proposal (20 points)**
4. **Optional Checklists (20 points)** - Ability to meet and accommodate items on the Optional Checklists provided in Attachment.
5. **Staffing and Project Organization (20 points)** - Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work. (20 points)

## GENERAL TERMS AND CONDITIONS

### 1. CONTRACT DOCUMENTS

- a. All terms and conditions included in this solicitation will be incorporated into any resultant contract.
- b. It is the intent of the Agency to award a firm fixed price contract for this procurement.
- c. The Agency is exempt from Federal Excise and Transportation Taxes. The Agency will furnish the necessary exemption certificate upon request. Any 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 Bid and which, by the terms of the tax law, must be passed directly to TCRTA and will be paid by TCRTA.

### 2. FORM OF PROPOSALS

Proposals shall be submitted only on the **Bid Form**, provided herein. Proposals submitted on any other form will be considered nonresponsive and **WILL BE REJECTED**. The only acceptable method of modifying a Bid is by letter, if it is received by the person assigned to open Proposals prior to the time set for opening of Proposals.

### 3. RECEIPT OF PROPOSALS

- a. Proposers must submit, in a sealed package, one (1) original and one (1) electronic copy on flash drive of all materials required for acceptance of their Proposal to:  
  
Tulare County Regional Transit Agency  
Attn: Albert Barragan, Interim Executive Director  
210 N. Church St., Suite B  
Visalia, CA 93291
- b. All Proposals must be signed by an authorized representative and received by TCRTA by the closing deadline. Late Proposals will be rejected. Receipt of the Proposal by the U.S. mail system does not constitute receipt of the Proposal by TCRTA.
- c. The Bid opening may occur at the time and date specified in the Scope of Work. The Agency reserves the right to postpone Bid opening for its own convenience, to reject any or all Proposals, and to cancel the requirements at any time prior to Bid opening and return all Proposals unopened.

#### 4. DISCREPANCIES

If a Contractor becomes aware of any discrepancy, ambiguity, error or omission, it shall be reported immediately to the TCRTA Executive Director, who will determine the necessity for clarification.

#### 5. APPEAL PROCEDURES

Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Agency in writing 10 workdays before Bid due date. Requests must be addressed as listed in Item 3 and be clearly marked on the outside of the envelope: "**NOT A BID**". 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 Contractor, who shall furnish all necessary information at no cost to the Agency. The Agency shall be the sole judge as to the quality, substitutability and compatibility of the proposed alternates or equals.

#### 6. ADDENDA

- a. Clarification or any other notice of a change in the Bid Documents will be issued only by the TCRTA Director and only in the form of written addenda mailed, emailed or otherwise delivered to the address of record of each Contractor. 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.
- b. Each addenda received during the Bid period shall be acknowledged in the designated space on the Bid Form with the information therein requested. If none are received, the words "**no addenda received**" shall be written in the said space.

#### 7. RECEIVING PROPOSALS

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

#### 8. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn only by signature of Contractor, provided the request is received by the person whose duty it is to open Proposals prior to the time fixed for Bid opening. Each Bid opened will be considered to be a valid offer and may not be withdrawn for a period of thirty (30) calendar days following the opening of Proposals, unless the

Contractor is given written notice that the Bid is unacceptable.

## **9. EVALUATION OF PROPOSALS**

Proposals will be evaluated as stated in the Scope of Work.

## **10. AWARD OR REJECTION OF BID**

- a. The contract will be awarded to the responsible Contractor whose offer conforming to the solicitation will be most advantageous to TCRTA.
- b. Discounts offered by the Contractor will not be used in the evaluation or award process. TCRTA reserves the right to accept other than the lowest price Bid.
- c. The Agency reserves the right to REJECT ANY OR ALL Proposals or any item or part thereof, or to waive any informality in Proposals when it is in the best interest of the Agency to do so.
- d. The Agency also reserves the right to award its total requirements to one Contractor or to apportion those requirements among several Contractors, as the Agency may deem it to be in its best interest.
- e. Each offer shall be submitted on the most favorable terms, from a price and technical standpoint that the Contractor can submit to TCRTA.

## **11. PRE-CONTRACTUAL EXPENSES**

Contractors are responsible for all pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Contractor in 1) preparing the Bid in response to this invitation; 2) submitting that Bid to the Agency; 3) negotiating with the Agency any matter related to this Bid; or 4) any other expenses incurred by Contractor prior to date of award.

## **12. PAYMENT**

### Payment Schedule and Invoicing

- a. Payment for equipment, material, and/or services shall be made 30 days after receipt of invoice.
- b. Proper and complete billing (including support) is received by the Agency.
- c. Acceptance by the Agency of the equipment, materials and/or services in accordance with the Scope of Work.
- d. Contractual agreements set forth between the Agency and the Contractor.

### Prime Contractor and Subcontractor Payments (if applicable)

Prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from the Agency. The prime contractor 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 Agency.

### **13. DELAYS**

#### **a. Unavoidable Delays**

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

#### **b. Notification of Delays**

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

#### **c. Request for Extension**

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

## 14. CHANGE ORDERS

### a. Contractor Changes

Any proposed change in this contract shall be submitted to the Agency's Executive Director for prior written approval.

### b. Agency Changes

1. No change in this contract shall be made unless the Agency's Executive Director issues his prior written approval thereto. Oral change orders are not permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any specification change not properly ordered by written modification to the contract and signed by the Agency's Executive Director.
2. Contractor is expected to proceed with change and if Agency is responsible for a delay in delivery of services, a day for day extension to the delivery of services will be allowed.
3. Within seven (7) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the Agency a detailed price and schedule Bid for the work to be performed. This Bid shall be accepted or modified by negotiations between the Contractor and the Agency. At the time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved with negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

## 15. INSURANCE

- a. During the performance hereunder and at Contractor's sole expense, Contractor shall procure and maintain the following insurance and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of herein contract for Bid.
  1. Workers' Compensation Insurance with the limits established and required by the State of California;
  2. Comprehensive General Liability, Product/Completed Operations Liability, Contractual Liability, Independent Contractors Liability, and Automobile Insurance with at least the following limits of liability:
    - a. Primary Bodily Injury Liability limits of \$1,000,000 per occurrence.
    - b. Primary Property Damage Liability limits of \$1,000,000 per occurrence.



- b. Prior to the Agency's issuance of a CONTRACT, the Contractor must furnish to the Agency a **Certificate of Insurance**, which shall certify the Contractor's insurance policy adequately covers the above-listed requirements. Documents may be delivered or mailed to said office. Language on the certificate shall confirm the following:
  - 1. The Agency is designated as an additional **insured** on the Comprehensive Liability and Automobile Liability Insurance described herein above.
  - 2. The coverage shall be primary as to any other insurance with respect to performance hereunder.
  - 3. Thirty (30) days' written notice of cancellation or material change to Agency.

## 16. PROHIBITED INTEREST

- a. Prohibited Interest:

The parties hereto covenant and agree that, to their knowledge, no board member, officer, or employee of the Agency, 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 Agency, 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 Division 4.5 of Title 1 (commencing with Section 3600) of the Government Code of the State of California.

- b. 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 there from.

## 17. LIABILITIES AGAINST PROCURING AGENCY

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

## 18. OMISSION

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

## 19. PRIORITY

In the event of any deviation between the description of the equipment in the Technical Specifications and other parts of this document, Contractor shall submit an RFI to the Agency for clarification and direction.

## 20. PRICE ADJUSTMENT FOR REGULATORY CHANGE

If price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of bid opening and the date of manufacture. Such price adjustment may be audited where required.

## 21. REPAIRS AFTER NONACCEPTANCE

- a. The Agency may require the Contractor, or its designated representative, to perform the repairs after nonacceptance or the work may be done by the Agency's personnel with reimbursement by the Contractor.
- b. **Repairs by Contractor**
  1. If the Agency requires the Contractor to perform repairs after nonacceptance of the equipment, the Contractor's representative must begin work within five (5) working days after receiving written notification from the Agency of failure of acceptance tests. The Agency shall make the equipment available to complete repairs timely with the Contractor repair schedule.
  2. The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.
- c. **Repairs by Agency**
  1. Parts Used: If the Agency decides to perform the repairs after nonacceptance of the equipment, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the Agency to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for

these parts.

2. Contractor Supplied Parts: If the Contractor supplies parts for repairs being performed by the Agency after nonacceptance of the equipment, these parts shall be shipped prepaid to the Agency from any source selected by the Contractor within 10 working days after receipt of the request for said parts.
3. Return of Defective Components: The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.
4. Reimbursement for Labor: The Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, per technician straight wage rate of \$85.00 per hour.
5. Reimbursement for Parts: The Agency shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

## 22. TERMINATION OF CONTRACT

- a. The procurement under this **CONTRACT** may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the Agency shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
  1. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall:
    - a. Stop work under the contract on the date and to the extent specified in the notice of termination;
    - b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
    - c. Terminate all orders and subcontracts as to the extent that they relate to the performance of work terminated by the notice of termination;
    - d. Assign to the Agency, in the manner, at the time, and to the extent directed by the Agency, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontract, with the approval and ratification of the Agency, to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause;
- f. Transfer title to the Agency and deliver in the manner, at the time, and to the extent, if any, directed by the Agency, the fabricated or unfabricated parts, works in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Agency;
- g. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Agency, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Agency, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Agency may direct;
- h. Completed performance of such part of the work as shall not have been terminated by the notice of termination; and
- i. Take such action as may be necessary, or as the Agency may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

**b. Termination for Default**

- 1. The Agency may, by written notice of default to the Contractor, terminate the whole or any part of this contract, if the Contractor fails to make delivery of the equipment or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Agency may authorize in writing) after receipt of notice from the Agency specifying such failure.
- 2. If the contract is terminated in whole or in part for default, the Agency may

procure, upon such terms and in such manner as the Agency may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
4. Payment for completed equipment delivered to and accepted by the Agency shall be at the contract price. The Agency may withhold from amounts otherwise due the Contractor for such completed equipment such sum as the Agency determines to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.
5. The rights and remedies of the Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

### **23. BREACH OF CONTRACT AND DISPUTE RESOLUTION**

- a. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Agency's Chief Executive Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

- b. **Performance during dispute:** Unless otherwise directed by TCRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. **Claims for damages:** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d. **Remedies:** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.
- e. **Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

## 24. PRIVACY ACT

- a. 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 or its employees 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.
- b. 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 the FTA.

## FEDERAL REQUIREMENTS

In its performance of the Contract, Contractor will comply with all of the applicable Federal Transit Administration (FTA) clauses identified below, as indicated by a checked box next to the clause title.

[NOTE: clauses not followed by instructions apply to all contracts]

- DEFINITIONS
- FLY AMERICA REQUIREMENTS
- ENERGY CONSERVATION
- RECYCLED PRODUCTS
- CARGO PREFERENCE REQUIREMENTS
- ACCESS TO RECORDS AND REPORTS
- FEDERAL CHANGES
- NO GOVERNMENT OBLIGATION TO THIRD PARTIES
- PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
- CIVIL RIGHTS REQUIREMENT
- SAFE OPERATION OF MOTOR VEHICLES
- INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
- TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.
- VETERANS PREFERENCE [Applicable if capital project consisting of construction work]
- GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [Applicable if contract is expected to equal or exceed \$25k or if contract is for federally required audit services]
- LOBBYING [Applicable if contract is expected to exceed \$100k; INCLUDE APPROPRIATE CERTIFICATE]
- CLEAN WATER AND AIR REQUIREMENTS [Applicable if contract is expected to exceed\$150k]

- BUY AMERICA REQUIREMENTS [Applicable if contract is for over \$150k of iron, steel, manufactured goods, or rolling stock; INCLUDE APPROPRIATE CERTIFICATE]
- PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS [Applicable to rolling stock procurement]
- ACCESSIBILITY [Applicable if contract is related to rolling stock (including services, equipment, or new procurements) or public transportation facilities – consult with legal counsel for customization.]
- BUS TESTING [Applicable if contract is to lease or purchase any new bus model or any bus model with a major change in configuration or components to be acquired or leased with FTA funds]
- DAVIS-BACON ACT REQUIREMENTS [Applicable if construction, alteration, or repair (including painting) contract in excess of \$2,000]
- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [Applicable if contract is expected to equal or exceed \$100k and involves employment of laborers and mechanics. this provision does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.]
- SEISMIC SAFETY [Applicable if contract for the construction of new buildings or additions to existing buildings]
- CHARTER SERVICE OPERATIONS [Applicable if contract for operation of public transportation service]
- PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS [Applicable contract for transit operations performed by employees of a contractor recognized by the FTA as a transit operator]
- SCHOOL BUS OPERATIONS [Applicable if contract for operating public transportation services]
- SUBSTANCE ABUSE REQUIREMENTS [Consult with legal counsel – applicable if work involves the performance of safety-sensitive functions, as defined in 49 CFR § 655.4]
- DOMESTIC PREFERENCES FOR PROCUREMENTS [Applicable if contract is for the purchase, acquisition, or use of goods, products, or other materials and is under the Buy America threshold; do not use for service contracts or if Buy America is applicable]



- NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS [Applicable if contract is valued at \$25,000 or more.]
- BUILD AMERICA, BUY AMERICA ACT [Consult with legal counsel - Applicable if contract is an infrastructure project that involves construction materials]

**1. DEFINITIONS**

The following definitions apply to these federal terms and conditions:

- a. Bid means bid, proposal, or offer.
- b. Bidder means bidder, proposer, or offeror.
- c. Contract means the agreement to which these Federal Terms and Conditions apply.
- d. Contractor means the person or entity named in the Purchase Order, Bid, Proposal or Contract to which these Federal Terms and Conditions apply.
- d. FTA means the Federal Transit Administration.
- f. TCRTA means the Tulare County Regional Transit Agency
- g. U.S. DOT means United States Department of Transportation.

**2. 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 must 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 must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

**3. 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 Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 et seq.

**4. RECYCLED PRODUCTS**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**5. CARGO PREFERENCE REQUIREMENTS**

The Contractor agrees: (a) 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 this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) 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 TCRTA (through the Contractor in the case of a subcontractor's bill-of-lading); and (c) 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.

**6. ACCESS TO RECORDS AND REPORTS**

Contractor must provide all authorized representatives of TCRTA, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are related to performance of this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to 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 the same until TCRTA, 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.

**7. FEDERAL CHANGES**

Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (30) dated November 2, 2022 [NOTE: This is updated annually]) between TCRTA and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply constitutes a material breach of this Contract.

**8. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

TCRTA 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 will not be subject to any obligations or liabilities to TCRTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. 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/subconsultant who will be subject to its provisions.

**9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND 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 CFR 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 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.

- 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. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) 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 will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

## **10. CIVIL RIGHTS REQUIREMENTS**

### 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 underlying Contract:

#### 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 CFR Chapter 60, (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 activities undertaken in the performance of the Contract. 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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.

**11. SAFE OPERATION OF MOTOR VEHICLES**

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 TCRTA. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. The Contractor also agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to Contractor’s employees about the safety risks associated with texting while driving. The Contractor agrees to include the requirements of this Section in all subcontracts at each tier.

**12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, as may be amended, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TCRTA requests which would cause TCRTA to be in violation of the FTA terms and conditions.

**13. TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES**

The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video

surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

**14. VETERANS PREFERENCE**

To the extent practicable, the Contractor agrees that it and its subcontractors:

- a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third-party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and
- b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

This contract is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment." These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by TCRTA. If it is later determined by TCRTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. LOBBYING**

Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any TCRTA, 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. Contractor 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 shall be forwarded to TCRTA. Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. TCRTA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the Bid Documents, including instructions for completion.

**17. CLEAN WATER AND AIR REQUIREMENTS**

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 the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to TCRTA and understands and agrees that TCRTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor also to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.



**18. BUY AMERICA REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR 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 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All bidders or proposers must submit the appropriate Buy America certification to TCRTA with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.

**19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

Contractor agrees to comply with pre-award and post-delivery requirements set forth in 49 U.S.C. §5323(m) and FTA's implementing regulations at 49 C.F.R. Part 663. Contractor must submit the following certifications with its bid:

a. Pre-Award Buy America Certification

The Contractor must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Contractor certifies compliance with Buy America, it must submit documentation which lists (1) component and subcomponent parts of the rollingstock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

b. Pre-Award Solicitation Specifications Certification

The Contractor shall submit evidence that is capable of producing rolling stock that meets TCRTA's specifications set forth in the solicitation.

c. Federal Motor Vehicle Safety Standards (FMVSS)

The Contractor must submit evidence of (1) the manufacturer's self-certification sticker information that the vehicle complies with applicable FMVSS in 49 CFR Part 571, as may be amended, or (2) the manufacturer's self-certification statement that the vehicle is not subject to the FMVSS in 49 CFR Part 571, as may be amended.

## **20. ACCESSIBILITY**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37,38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Contract.

## **21. BUS TESTING**

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to TCRTA at a point in the procurement process specified by TCRTA which will be prior to TCRTA's final acceptance of the first vehicle.
- B. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to TCRTA prior to TCRTA's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

## **22. DAVIS-BACON ACT REQUIREMENTS**

- a. Minimum wages
  - i. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Contract (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 amount 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 I (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 Subsection (A)(4) 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 employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(4) 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. 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.
- iii. 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.

- iv. (a) The contracting officer shall require that any class of laborers or mechanics 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 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; and (2) The classification is utilized in the area by the construction industry; and (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 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 Subsections (A)(4)(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

TCRTA 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 Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the 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, TCRTA 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 TCRTA 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 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to TCRTA if the agency is a party to the contract, but the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(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:

- (i) That the payroll for the payroll period contains the information to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(ii) 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 Part 3;

(iii) 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 (C)(2)(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(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 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 journey 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 also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower 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 Contract.

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 person or firm ineligible for an 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.

**23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the United States Department of Labor regulations at 29 C.F.R. part 5, the following requirements apply to all laborers and mechanics employed by the

Contractor or subcontractor in the performance of any part of the work under the Contract, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40U.S.C.A. § 3701)

a. Overtime Requirements

Neither the Contractor nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Contract to work in excess of forty (40) 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

b. Violation, Liability for Unpaid Wages, Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this Section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, 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 A of this Section in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.

c. Withholding for Unpaid Wages and Liquidated Damages

TCRTA 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 Contractor under any such contract or any other Federal contract with Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

d. Subcontracts

The Contractor shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

e. Payrolls and Basic Records

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 (3) 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 that 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 shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor employ apprentices or trainees under approved programs, it 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.

f. Occupational Safety and Health Act

The Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction", 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor also agrees to include the requirements of this Subsection F in each subcontract. The term "subcontract" under this Subsection is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration, or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this Section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the

construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

**24. 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 (DOT) Seismic Safety Regulations 49 C.F.R. 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.

**25. CHARTER SERVICE OPERATIONS**

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

**26. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements

To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b),

and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

## **27. SCHOOL BUS OPERATIONS**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.

## **28. SUBSTANCE ABUSE REQUIREMENTS**

TCRTA adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, TCRTA requires that contractors who “stand in the shoes” of TCRTA are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Contractor is required to comply fully with all DOT and FTA regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor's policy, testing program and training must comply with these regulations: 49 CFR Part 655, (“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”) and 49 CFR Part 40, (“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”).

The Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for TCRTA to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor must notify TCRTA's Risk Administrator immediately of any violation of the regulations or failure to test.

Any employee of the Contractor found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the Contractor utilizes their own pre-established program or a third-party administrator's, Contractor must fully cooperate with TCRTA in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that TCRTA requires of Contractor. Contractor further agrees to annually certify its compliance with

Part 655 by December 1st and to submit the Management Information Systems (“MIS”) reports before March 1st (for the prior calendar year) to TCRTA. Contractor agrees that all records produced and maintained in the performance of the program are subject to review by TCRTA in a facility not more than 100 miles away. Further, Contractor may be required to submit quarterly MIS reports to TCRTA.

If the Contractor is included in TCRTA’s Random Testing Program, the Contractor is not released from all other DOT regulations such as: adhering to DOT’s hiring requirements, including making inquiries of past DOT-regulated employers and pre-employment testing; conducting reasonable suspicion and post-accident testing when warranted; and training safety-sensitive employees and their supervisors for the requisite time required by law. Contractor agrees to timely notify TCRTA with names of their safety-sensitive employees, including any additions or deletions during the contract term.

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor’s substance abuse policy; and (3) the name of its third-party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by TCRTA, may result in the contract being terminated for default.

**29. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Pursuant to 2 CFR § 200.322, the Contractor should, to the greatest extent practicable under this Contract and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor must include this requirement in contracts with subcontractors, including all contracts and purchase orders for work or products under this Contract.

**30. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS**

- a. The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but 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, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government’s interests in the Federal Award supporting this Contract, this Contract and any



amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) 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.

The Contractor further agrees to promptly notify TCRTA of any matter described above that relates to this Contract or any other federally assisted contract between the Contractor and TCRTA.

"Knowledge," as used in this section, 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 Contractor's possession.

"Promptly," as used in this section, means to refer information without delay and without change.

- b. The Contractor agrees to include the above clause in all subcontracts entered into for the performance of this Contract. It is further agreed that the above clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

**31. BUILD AMERICA, BUY AMERICA ACT**

For construction materials used in the Project, the Contractor agrees to comply with 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, U.S. DOT, and FTA, unless a waiver applies.

## Attachment A – Required Forms

The following forms **MUST** be completed and included in the Bid.

**ACKNOWLEDGEMENT OF ADDENDA**

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Bid.

The undersigned acknowledges receipt of the following addenda to the RFP documents:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Proposer Name: \_\_\_\_\_

Name of Authorized Signer: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF NONDISCRIMINATION**

Respondent hereby certifies under penalty of perjury under the laws of the State of California, that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, color, religion, sex or national origin, ancestry, physical handicap, medical condition, marital status, or age; that it is in compliance with all applicable federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. Respondent and its sub-consultants shall employ with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder Cal. Admin. Code, Title 2, Sec 7285.0 et seq.).

Respondent agrees specifically:

- \* To establish or observe employment policies which actively promote opportunities for minority persons and women at all job levels.
- \* To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities and women, and to the minority communities and women at large.
- \* To state in all solicitations or advertisements for employees that the Proposer will consider all qualified applicants for employment without regard race, color, religion, age, sex or national origin.

Please include any additional information available regarding equal opportunity employment programs now in effect within you company, e.g., an Affirmative Plan and/or Policy statement.

CERTIFIED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE

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

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third-party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal debarment or agency.
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for default.

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

**THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OR 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: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**LOBBYING CERTIFICATION**

The Proposer or Bidder certifies, to the best of its 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 a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
- 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 instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). \*
- 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, USC § 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 PROPOSER OR BIDDER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER OR BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name of Organization/Business: \_\_\_\_\_

### NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of \_\_\_\_\_, County of \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, do hereby state that  
(Name of Affiant)

I am \_\_\_\_\_ of \_\_\_\_\_  
(Capacity) (Name of Firm, Partnership or Corporation)

Whose business is \_\_\_\_\_

and who resides at \_\_\_\_\_

and that \_\_\_\_\_  
(Give names of all persons, firms, or corporations interested in the bid)

Is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Directors, head of any department or bureau, or employee therein, or any employee of the Agency, is directly or indirectly interested therein.

\_\_\_\_\_  
Signature of Affiant

Sworn to before me this _____ day of _____, 20____.		Seal
_____ Notary public	_____ My commission expires	

**DISADVANTAGED BUSINESS ENTERPRISE**

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

BY: \_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Title

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

\*All participating DBEs must complete the DBE affidavit, attached.



**AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE**

- I hereby declare and affirm that I am a qualifying DBE as described in 49 CFR part 26 and that I will provide information to document this fact.
  
- I hereby declare and affirm that I am NOT a qualifying DBE.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BIDDER INFORMATION FORM**

To: TCRTA

Pursuant to and in compliance with your Request for Proposals, calling for bids and related documents, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated; including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this proposal and all in strict conformity with the drawings and specifications and other contract documents, including addenda number \_\_\_\_\_. The bidder has carefully examined the plans and specifications for this project prepared and furnished by TCRTA and acknowledged their sufficiency.

It is understood and agreed that the work under the contract shall commence by the bidder, if awarded the contract, on the date to be stated in TCRTA’s “Notice to Proceed.”

I, the bidder identified below, declare under penalty of perjury, that the information provided, and representations made in this bid are true and correct and that this declaration was executed on: \_\_\_\_\_ Day of \_\_\_\_\_, 2023

NAME OF BIDDER: \_\_\_\_\_

CORPORATE OR  
COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

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

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

**PRICE BID FORM**

Award of the contract shall be made to the responsible Contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price, qualifications, product quality, experience, references support, service, and other evaluation factors. Receipt of any bid shall under no circumstance obligate the Agency to accept the best price offering.

Microtransit Software

Software Purchase Cost	\$ _____
Data Acquisition/Conversion	\$ _____
Training for Staff	\$ _____
Licensing/Upgrade of Software	\$ _____
Installation/ Customization	\$ _____
Maintenance/Support	\$ _____
Other Costs (travel, tablets, 3 <sup>rd</sup> Party expenses)	\$ _____
Total Bid Price	\$ _____

NAME OF BIDDER: \_\_\_\_\_

CORPORATE OR  
COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

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

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

## Attachment B – References

<p>Business Name:</p>   <p>Contact Person Name:</p>	<p>Address:</p>   <p>Phone:</p> <p>E-mail:</p>
<p>Types of Supplies/Services Provided and Dates Provided/Contracted:</p>       	
<p>Business:</p>   <p>Contact Person Name:</p>	<p>Address:</p>   <p>Phone:</p> <p>E-mail:</p>
<p>Types of Supplies/Services Provided and Dates Provided/Contracted:</p>       	

<p>Business Name:</p>    <p>Contact Person Name:</p>	<p>Address:</p>    <p>Phone:</p> <p>E-mail:</p>
<p>Types of Supplies/Services Provided and Dates Provided/Contracted:</p>          	
<p>Business:</p>    <p>Contact Person Name:</p>	<p>Address:</p>    <p>Phone:</p> <p>E-mail:</p>
<p>Types of Supplies/Services Provided and Dates Provided/Contracted:</p>          	

<p>Business Name:</p>   <p>Contact Person Name:</p>	<p>Address:</p>   <p>Phone:</p> <p>E-mail:</p>
<p>Types of Supplies/Services Provided and Dates Provided/Contracted:</p>          	
<p>Business:</p>   <p>Contact Person Name:</p>	<p>Address:</p>   <p>Phone:</p> <p>E-mail:</p>
<p>Types of Supplies/Services Provided and Dates Provided/Contracted:</p>          	

## Attachment C – Optional Features Checklist



<b>Optional Features: Microtransit</b>	<b>Currently Exists</b>	<b>In Development or Willing to Accommodate</b>	<b>Not Willing to Accommodate</b>
<b>App and Software</b>			
Ability to list ON DEMAND services on GTFS			
Rider facing web interface			
Ability to create points of interest as highlighted stops			
Ability for riders to identify number of children riding to account for number of seats to be used			
Ability for riders with visual/hearing impairment needs to book a ride			
Ability for system to automatically cancel trip when capacity has been exceeded			
Ability to accept multiple fare levels			
Ability for agency to view account ride history			
Ability for customer to view account ride history			
Ability for customer to add notes when booking			
Ability for customer to rate their ride experience after completing ride			
Ability for customer to rate their driver after completing ride			
Ability for customer to book ride with pass or coupons provided by the Agency			
Ability to create and display in-app banner notifications as provided by the Agency			
Ability for customer to cancel a request at no charge within a stipulated time after booking			
A device-agnostic app that is designed for the driver			
Ability for individual operator sign on accounts on driver app			
Ability to alert for late trip on Administrator/Dispatch screen			
Ability to notify the driver of incoming ride alert with audible ring/vibrate on driver app			
Ability to integrate with payment aps			
Ability to receive private messages from dispatch on driver app			
Ability for driver to send pre-defined messages to dispatch			
Ability to log notifications of "no show customers" on driver app			

Ability to view live traffic conditions on map on Dispatch screen			
Ability to approve/deny ride requests due to group size or location on dispatch screen			
Ability to approve/deny ride requests due to excessive no-show history on dispatch screen			
Ability to customize display features on dispatch screen			
An option for a service level agreement to reply within certain business hours depending on problem			
Ability for customer to input promotional/discount codes on app that would adjust fares accordingly			
Ability to provide a rider picture to show up on driver interface			
Ability to provide customer estimated time of arrival at destination point			
Ability to connect with bus at transit hub based on arrival time at specific location			
<b>Data Reporting</b>			
Passenger Miles Traveled			
Origin/ Destination Points			
Origins /Destinations of rides (addresses)			
Ability to view and export all reports as a shareable file such as .csv or .xls file			
Estimated and actual pickup time of trip			
Number of passengers on board			
Method to determine percent of rideshare trips			
Ability to track trip length (distance and time)			
Ride History			
Payment History, including promotional codes			
Rider profile information			
Ability to reconcile rides and riders financially (types of payment- cash, charge, ticket, pass, amount collected, vehicle) within specific timeframe (daily, weekly, monthly, etc.)by vehicle and/or by rider			
Exportable financial reports in .csv or .xlsx format			
Ability for custom reports			
Ability to automatically export NTD data to Financial Software			
Provide access to data such as where app was downloaded			
Provide access to data such as where app was opened			



<b>Optional Features: Paratransit</b>	<b>Currently Exists</b>	<b>In Development or Willing to Accommodate</b>	<b>Not Willing to Accommodate</b>
<b>App and Software</b>			
Ability to schedule re-occurring appointments			
Ability to accept multiple fare levels			
Ability to book same day trips			
Ability to book rides no less than an hour between trips (to and from)			
Ability to view account ride history			
Ability for customer to add notes when booking			
Ability for customer to rate their ride experience after completing ride			
Ability for system to automatically cancel trip when capacity has been exceeded			
Ability for customer to book ride with pass or coupons provided by the Agency			
Ability to create and display in-app banner notifications as provided by the Agency			
Ability for customer to cancel a request at no charge within a stipulated time after booking			
Ability to track and sell additional fare types or passes			
A device-agnostic app that is designed for the driver (universal)			
Ability for individual operator sign on accounts on driver app			
Ability to notify the driver of incoming ride alert with audible ring/vibrate on driver app			
Ability to receive private messages from dispatch on driver app			
Ability for driver to send pre-defined messages to dispatch			
Ability to log notifications of "no show customers" on driver app			
Ability to view live traffic conditions on map on Dispatch screen			
Ability to approve/deny ride requests due to group size or location on dispatch screen			
Ability to approve/deny ride requests due to excessive no-show history on dispatch screen			
Administrator/Dispatch screen should have the ability to modify rider zone			
Ability to customize display features on dispatch screen			

Administrator/Dispatch screen should have the ability to move late trips from that screen			
Admin/Dispatch software should have the ability to add driver information such as driver license expiration, medical, and VTT along with any other pertinent certifications			
An option for a service level agreement to reply within certain business hours depending on problem			
Ability to provide a rider picture to show up on driver interface			
Ability for riders to identify number of children riding to account for number of seats to be used			
Ability to provide customer estimated time of arrival at destination point			
<b>Data Reporting</b>			
Passenger Miles Traveled			
Origin/ Destination Points			
Exportable financial reports in .csv or .xlsx format			
Origins /Destinations of rides (addresses)			
Ability to create reports when requested			
Ability for custom reports			
Ability to view and export all reports as shareable file, such as .csv or .xls file			
<b>Other Features</b>			