

Issue Date: **May 4, 2011**

**MERCED COUNTY TRANSIT
REQUEST FOR PROPOSAL
NUMBER 042911
FOR**

VEHICLE TRACKING SYSTEM

Notice is hereby given that proposals will be received at the Merced County Transit Department of Administrative Services-Purchasing Division for performing all work necessary in accordance with the "REQUIREMENTS" and other related documents provided herein. Please carefully read and follow the instructions.

Proposals shall be clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside and forwarded to:

Merced County Transit
Department of Administrative Services-Purchasing Division
880 Thornton Rd, Merced, California 95341
Attn: Leon "Sandy" Teague, Special Projects Coordinator
Email: sandy.teague@co.merced.ca.us

Proposals must be submitted electronically in MS Word, with Signature Page scanned into document and placed as first page. Required documentation (i.e. financial) should be submitted as an attached PDF file. Submit to:

sandy.teague@co.merced.ca.us

Any Bidder who wishes their proposal to be considered, is responsible for making certain that their proposal is received in the Merced County Transit Office by the closing date.

Please submit **proposal electronically with Signature Page scanned into document and placed as first page.**

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND WILL BE RETURNED TO THE BIDDER UNOPENED.

CLOSING DEADLINE DATE: 4:00 P.M., July 1, 2011

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL MCT TIME CLOCK READS 4:01 P.M.

All prospective bidders must comply with the General Terms and Conditions listed as Attachment K herein. Attachment A of Request For Proposal (RFP) will require written certification that the RFP is being submitted in compliance with the General Terms and Conditions as stated herein.

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SUBMITTAL CHECKLIST

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

1. _____ Acknowledgement of Amendment(s) (If any)
2. _____ Cover Letter
3. _____ Table of Contents
4. _____ Executive Summary
5. _____ Exceptions
6. _____ Bidder's Qualifications
7. _____ Approach
8. _____ Cost Proposal
9. _____ Financial Statement or Sufficient Financial Information (**Non-submittal is considered non-responsive and cause for rejection of proposal.**)
10. _____ Agreement
11. _____ Signature Sheet (Attachment A)
12. _____ References (Attachment B)
13. _____ Cost Proposal (Attachment C)
14. _____ **Required Federal Transit Administration Clauses**

SECTION 1

INTENT OF THE REQUEST FOR PROPOSAL

A. INTRODUCTION

It is the intent of this Request for Proposal (RFP) to secure the services of a qualified vendor to purchase and install a Vehicle Tracking System for Merced County Transit, the operating division of the Transit Joint Powers Authority for Merced County (TJPAMC), at 880 Thornton Road, Merced, California 95340.

MCT has made plans to purchase Vehicle tracking software technologies to track fixed route buses accurately in real-time and report information to the dispatcher and the public via an automatic vehicle location device.

B. BACKGROUND INFORMATION

Merced County Transit (MCT) is a public transportation system for Merced County that provides service to six (6) cities. It operates fixed-route bus service on fifteen routes with approximately 26 vehicles covering a geographic area of 1,800 square miles. Service operates daily except for major holidays and provides a reduced level of service on Saturdays. On an annual basis, MCT operates over 1,000,000 bus miles and carries almost a million passengers. The fleet consists of 48 buses: 11- 25 ft. Type II GMC Elite's, 12- 35 ft. Gillig Phantoms, 13- 35 ft. low floor Orions and 7 - 30 foot Gillig low floor buses.

C. CONTRACT TERM

The Contract term shall be for a period of seven months (7) months. The start date will tentatively commence September 16, 2011 with a scheduled completion date of April 27, 2012, contingent on appropriate and sufficient funding.

An Agreement is included as an attachment to this proposal. This agreement will be used to negotiate a final agreement with successful Bidder awarded the contract. Any exceptions must be identified separately. The TJPAMC will execute the Agreement upon final selection of successful Bidder with the approval of the Authority's Board of Directors.

D. PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held to allow MCT staff to discuss all relevant issues associated with the Request for Proposal and to permit Bidders an opportunity to ask questions. While attendance is not required, all potential Bidders are strongly encouraged to attend. Each firm will be limited to not more than two (2) representatives in attendance.

Please submit, in writing, any questions about the Request for Proposal that you would like answered at the pre-proposal conference to the MCT as referenced above or fax your questions to (209) 725-3655, no later than three (3) working days before the conference. This will allow for a more thorough response.

The Pre-Proposal conference may be taped and answers will be posted to the MCAG Official Website (<http://www.mcagov.org>) following the conference. Please contact the MCT at (209) 385-7600 for confirmation of your attendance. **Oral answers at the conference will not be binding on MCT.**

The location, date and time will be as follows:

Date: **June 15, 2011**

Time: 10:00 a.m.

Location: 369 W. 18th St, Merced, CA 95340

E. SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

	<u>Activity Estimated Schedule</u>	<u>Date</u>
a.	Availability of the Request for Proposal	May 4, 2011
b.	Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request for Proposal (Note: Questions submitted after this date may not be answered in sufficient time to be included by closing date. The closing date will not be extended for questions submitted after this date.)	May 25, 2011
c.	Pre-Proposal Conference (10:a.m. – 11:30 a.m.)	June 15, 2011
e.	Closing Date for the Request for Proposal. NOTE: A list of respondents will be posted to the web at close of RFP	July 1, 2011
f.	Commencement of review of Request for Proposal by the Evaluation Committee	July 5, 2011
g.	Interviews and Mandatory Oral Presentations	TBD
h.	Evaluation Committee's recommendation to enter into contract negotiation	July 29, 2011
i.	Board Awards Contract	September 16, 2011
j.	Contract Performance to Commence	September 23, 2011

SECTION 2

REQUIREMENTS

To improve the quality of transit service, Merced County Transit (MCT) is seeking a Vehicle Tracking System utilizing GPS technology in conjunction with vehicle location and mapping software to track vehicle locations enroute in real-time. This system must provide route and vehicle information in real-time via a web interface to passengers, the dispatcher, and managerial personnel. The primary purpose of the system is to facilitate daily MCT fixed-route service, and must be equipped with reporting capabilities to accurately data stream operational service information (e.g., route timing, passenger wait time, trip counts, operator performance, vehicle speed and movement). This is essential for the completion of performance criteria, the analysis of daily operations, and long term program planning and analysis. The Vehicle Tracking System must include the functionality for hardware/software components to be installed in up to 50 vehicles.

Following are the functional requirements for the desired VTS application. Proposals must provide a response to each of the requirements with a detailed explanation of the capability of the proposed products or services to provide the desired functionality.

The MCT will consider an Application Service Provider (ASP) or vendor-hosted solution as well as other alternatives. The long term cost implications of an both system types will be considered in the evaluation process.

The Core Requirements represent the minimum functionality MCT expects to acquire. The Optional Requirements represent functionality that MCT may or may not acquire as a result of this RFP.

A. CORE REQUIREMENTS (PART 1)

1. Vehicle Tracking Software

The Vehicle Tracking Software must utilize GPS in conjunction with vehicle location and mapping software to accurately track bus locations enroute in real-time and provide visual mapping displays. The GPS readings of the bus location must occur in real-time with vehicle location information posted on a GUI map display available on a public website and viewable through various devices (Smart Phone, Kiosk, Bus Stop, PC, etc.). The system should be equipped with a notification service, whereupon users can subscribe and be able to select one route, multiple routes and/or individual bus stops and be notified when the next bus is coming.

Real time tracking means that a vehicle's location is reported via an AVL device installed on each vehicle and transmitted to an internet server with a delay of not more than 60 seconds. This is done through the use of GPS for pinpointing the location and a wireless communication system (i.e., cellular GPRS) for transmitting the information to an internet server. Bidder should indicate their recommended rate of transmission for a system such as this.

2. Vehicle Location Data

The Vehicle Tracking Software must provide a GUI real-time automatic vehicle location data display. Vehicle icon on the map display shall clearly indicate Vehicle ID, Route, Direction, and Location. Further layered information on the vehicle should include Run, Trip, Date/Time, and Speed. Bidders should provide detailed explanations of existing maps and software mapping components and how they work with other components of the system. Screen shots of display windows utilized by dispatch and/or the passenger should be provided describing key features, attributes, and the information available within the mapping component. The Bidder should describe in detail all traveler supported components that it provides, to include the features within each component as well as software and hardware required for implementation.

3. Maps

The Vehicle Tracking software must include integrated maps with detailed maps of the cities of Merced, Atwater, Los Banos, Dos Palos, Gustine, Livingston, and the streets and buildings, local and regional areas, and major landmarks. The maps views should include standard map display features (zoom in/out, panning, etc.). The maps should have an automatic refresh feature with the option of refreshing the map views 'upon-demand' by the dispatcher. The geo-spatial object management portion of the system should provide capabilities to trace routes, place stops and landmarks on the map for dispatchers and the general public to see. The mapping component shall also include a navigational request.

4. Route Management

The Vehicle Tracking System must include a route management module which can be utilized by the dispatcher to effectively manage the route and determine the location of any vehicle in service. The system must provide the dispatcher the necessary real-time information to manage vehicle fleets whether they are on fixed shuttle routes, in the yard, or on special on-demand events. The system should display the time each bus arrives at each stop per route and the "wait times" (e.g., how long the bus is at the stop). The software should include a GUI real-time dispatch display that clearly indicate status (i.e., color-coding), with emphasis on off-route or off-schedule vehicles. The software should include a predictive estimate of bus arrival times at designated stops based on the average speed of the bus and traffic impacts or through another methodology that a bidder might wish to offer. The vehicle icon on the dispatch display should clearly indicate Vehicle ID, Route, Directional Status, Arrival Time, Departure Time, and Date & Time of last GPS update.

In addition, it often becomes necessary to switch a bus from one route to another in response to traffic delays, high passenger loads, driver no-show, etc. It is essential that the tracking system be able to incorporate the route numbers into the tracking system. If this is not already a component of the basic system, the Bidder should include the cost to include this functionality into their system.

Bidders should provide detailed explanations of route management components and how they work with other components of the system. Screen shots of applicable windows should be provided describing key features, attributes, and the information available within the management component. Bidders should provide screen shots of display windows describing key features, attributes, and the information available on the dispatch display.

5. Customer Interfaces

The Vehicle Tracking System must include a public interface that provides customers with bus location information. At a minimum, the bus locations are to be displayed on a map available on the web. Desired functionality includes details available for each bus (showing route, time at last stop or last time point, minutes late/early, etc.) and at each stop (showing next scheduled time and predicted time of next arrival). Bidder should also describe other information distribution interfaces that are available with their product such as stop-based electronic displays, text/SMS messaging, SmartPhone applications, etc. MCT may not choose to implement these additional interfaces if their ongoing cost is too high, but the availability of multiple interfaces will be an important benefit.

6. Access to Location Data

Access to all real-time and archived vehicle location data must also be available to third party applications for external development purposes. Bidder should indicate which method would be used (XML, RSS, JSON, SQL, etc.).

B. CORE REQUIREMENTS (PART 2)

As a 2nd Phase of the core system, a driver scheduling and computer aided dispatching module is requested. This component may or may not be procured with the core system, depending on overall price, However, it is important that this functionality be available as part of the full system being proposed, as it will be included as part of the system in the future if it is not in the initial system.

1. Driver Scheduling and Dispatching Requirements

The Vehicle Tracking System is to include an integrated Driver Scheduling and Dispatching component and/or additional software which can be integrated with the Vehicle Tracking System. The Driver Scheduling should allow for the creation of a master schedule based on a shift-picking process. Shift-picking occurs for each schedule change, which occurs 10 times each year. Driver shifts generally consist of one-hour segments of each route. Ideally, this interface would provide an automated means of associating the driver assigned to each column at each time of the day for each day of the week. All of this information is currently semi-automated and is available in Excel file format for the vehicle tracking system to interface with. The scheduling component must allow the user to enter scheduling changes that cascade through the schedule and tally hours for that driver/pay period, and reflect tenth-hour increments for driver start/stop times. The Driver schedule view should offer options to view previous schedules and advance scheduling.

In addition to driver scheduling, the proposed system should include a capability for dispatchers to track driver and route dispatching in a real time environment. It should, at a minimum, provide visual and audio alerts of drivers who have not reported for duty by an MCT determined time before their report time, permit dispatchers to easily assign a protection driver to a run, provide reports at the end of each day as to how the service on the date was actually operated (for input into the payroll system), and will permit the splitting of runs to more than one drive in the event that a driver is unable to complete his/her assigned run.

Bidders should provide detailed explanations of driver scheduling and dispatching components and how they work with other components of the system. Specifically, Bidders should describe how schedule data is entered into the system, and the process used to download information into the necessary components on the vehicle. Screen shots of scheduling and dispatching windows should be provided describing key features, attributes, and the information available within the scheduling and dispatching component. For reference purposes only, MCT feels that scheduling and dispatching systems such as Master Scheduler and HASTUS can provide the described capabilities. You should be certain that any system you propose provides all of the capabilities of these systems.

C. OPTIONS

1. Automatic Passenger Counter Requirements

It is preferred that the Vehicle Tracking system include a compatible Automatic Passenger Counting (APC) module with full logic to count all boarding and departing passengers at each stop and calculate the number of riders on-board after each stop. Passenger counting should only be performed when the door is open. It is preferred that the APC component be integrated with the vehicle location data that is collected and transferred via the wireless communications network to the dispatch center after each stop. Specific features of the APC component should include/provide for;

- a. Capture and storage of passenger count data.
- b. Reports generated from passenger count information, to include;
 - i. Clearly identified peak service periods (PSP) based upon passenger counts (loading and unloading) for each specific bus stop by each specific route, and peak service periods within incremental hourly ranges. For example, 300 passengers loaded from 7:00 AM to 8:00 AM at Stops 2, 4, 5 and 6 and 275 passengers were unloaded from 7:00 AM to 8:00 AM at Stops 2, 4, 5 and 6 on Route "X".
 - ii. Passengers on and off at specified stops, times, or stated time periods.
 - iii. Ridership counts by route, trip, or stated time periods.
- c. A means to verify proper operation of count sensors and to diagnose problems.
- d. The passenger count sensors should be configured, positioned, and adjusted to reliably detect the presence and direction of each passenger's movement, whether boarding or alighting from the bus.
- e. The sensors must be discrete components that transmit passenger count information to the dispatch center in real-time.
- f. The sensors should be electro-optical devices (i.e., infra-red) and should not require physical contact with the passengers being counted.
- g. The sensors should be capable of operating within a transit environment and proper alignment should not be susceptible to normal vibrations found on a bus.

The Bidder should clearly describe how the passenger count data is obtained and stored as well as the equipment and hardware required for storage and transmission to central dispatch. Additionally, Bidders should describe the reports available from the passenger count data, and provide sample reports in the proposal.

MCT expects that approximately 10 of the newest buses in the fleet would be equipped with the APC system if this option is selected.

2. LED and LCD Signage (OPTIONAL)

It is preferred that the Vehicle Tracking system include integrated text-only LED signage to display arrival predictions on bus routes. The LED signs must be fully integrated with the Vehicle Tracking system and placed either outdoors or indoors at bus stops, kiosks, or in major campus buildings. Signs placed outdoors must be weatherproofed and sunlight readable.

Bidder to describe the communications infrastructure requirements (e.g. wired Ethernet connections, wireless cellular data communications). Bidder to also describe the sizes of the signs, power requirements, pre-set timing options, and display options. Bidder should provide sample views of LED signs.

MCT anticipates that approximately 10 to 15 LED signs will be purchased if this option is selected.

3. Automated bus stop announcements (OPTIONAL)

MCT would like to receive proposals for its AVL system to include the capability of making automated bus stop announcements in keeping with the requirements of the Americans with Disabilities Act (ADA). This capability is to be installed on all buses. It should be capable of making both interior and exterior announcements as required by the ADA. Exterior announcements should be able to be "silenced" by time of day on a system wide basis.

TECHNICAL REQUIREMENTS

A. Data & Infrastructure

Bidders should recommend a data network that will provide real time vehicle location data for a minimum of 50 vehicles in total of which up to 40 can be operating at the same time. MCT employs approximately 25 part-time and 60 full-time operating employees, so the system must be capable of accommodating this number of employees (each with a unique four-digit employee number) and a reasonable number of employees due to expansion. The data network must utilize in real-time with a built-in resolution for 'dead-zones'.

The Bidder should define the specifications for the data communications protocols and the time delays that will occur between capture of GPS coordinates and data transmission to the map views. The Bidder should state the maximum number of vehicles that can be supported by the data communications being proposed. Additionally, Bidders should describe in detail the means for monitoring the status of communications between each vehicle and the central dispatch center. Bidder should clearly identify all equipment necessary to transmit data between vehicles and the dispatch center. Bidders must identify how proposed data network will resolve for potential

interference restrictions (i.e., dead-zones). Bidder must describe in detail all hardware, software, wiring, and interconnections necessary, to include pricing, for automatically transferring data between vehicles and central dispatch and posting data to graphical user interface (GUI) map views.

B. Hosted versus Non-Hosted

If Bidder hosted implementation is an option, please respond to the requirements below for both a Bidder hosted and MCT hosted scenario.

1. Minimum and recommended hardware requirements for servers, work stations, and software necessary to operate the system(s) must be specified. The MCT reserves the option to acquire all non-proprietary hardware and software meeting the supplied requirements.
2. Application should support Active Directory, IIS, and Windows 2003 or higher in a multi-server clustered and load-balanced configuration. Also, a virtual server implementation should be supported.
3. Any network configuration and security requirements necessary to operate the system(s) must be specified. Network and interface diagrams showing the relationship between servers, workstations, other devices, and the internet should be provided.
4. System should utilize a robust database engine. Oracle (version 10G, rev 2 or higher) or MS SQL 2005 are currently supported by MCT and are the preferred platforms. All data collected should be backed up so that no data is lost.
5. The end user and administrative software should have a graphical user interface run on standard Windows XP and Windows Vista workstations on a multi-user local area network or via the internet. The system shall be Web based and accessible from any desktop within the MCT system. A non-java dependant interface is preferred. A description of any desktop installation requirements including drivers, java, components, etc., must be provided.
6. Database must be thoroughly documented to facilitate data import/exports and ad hoc query and reporting. Documentation should include a detailed data dictionary, Entity Relationship diagrams, and Data Flow diagrams. Application should support Active Directory, IIS, and Windows 2003 or higher in a multi-server clustered and load-balanced configuration. Also, a virtual server implementation must be supported.
7. Must be compatible with third party reporting tools such as Crystal Reports. Indicate with which 3rd party reporting tools the database is compatible.
8. The system must have the capacity to both import and export data on a regular and automated basis either through Bidder API or defined database access protocol.
9. A description of the security features of the application should be provided. This includes anti-intrusion measures at the client, business object and database levels, auditing and logging features, and user management controls. In addition, it is desirable for user logon and access rights to be integrated with Active Directory.

C. SOFTWARE AND HARDWARE REQUIREMENTS

MCT will consider an ASP solution, whereby the ASP will manage and distribute information from a central data center. Bidder to respond to the requirements below for MCT hosted software applications;

1. Bidder to assume responsibility for complete delivery, setup, configuration, and installation of software and hardware. Bidder must work directly with hardware provider to provide a smooth and seamless data transmission between communications devices and software applications.
2. A system solution that uses proven open technology, with minimal operational impacts to passengers, vehicle operators, and dispatchers, and a system which requires minimal system customization. Any new or customized software requiring further development shall be indicated in the proposal. MCT must approve the design and functionality of any new or customized software prior to development.
3. All equipment must be current production/state-of-the-art, commercially rated and manufactured by well established and reputable manufacturers. Equipment must be readily available for the expected life-span of the system as needed for repair, replacement or expansion/upgrades.
4. The Bidder must certify that the proposed equipment is designed for and suitable for MCT's intended purpose of demand-response and fixed route services, which require long-life and high reliability under adverse conditions.
5. All electronic equipment should be solid-state design, and all equipment housings should be waterproof and dust-proof.
6. All Bidder-provided on-board equipment should operate properly under the environmental conditions encountered on board the vehicles including conditions pertaining to temperature, humidity, dust/dirt, power variations, shock, and vibration.
7. The Bidder's proposal must include all vehicle wiring and connectors required for the equipment. The wiring and connectors should be appropriate to the transportation environment where the equipment is to be installed. Shielded cables should be provided where necessary to avoid interference problems.

D. WARRANTY AND MAINTENANCE

All components of the Vehicle Tracking System should include a standard/limited warranty that begins once the system is accepted for purchase by MCT. The Bidder should provide a copy of the warranty and maintenance terms in the proposal. The Bidder should specify the following;

1. Hardware, software, and vehicle equipment maintenance agreement terms, including the level of support provided.
2. The services provided (what are the turnaround times for hardware repairs, etc.).
3. Toll free technical support number provided during the hours of 8:00 a.m. to 5:00 p.m. PDT Monday through Friday. Include information on evening and weekend support hours and services.

If the Bidder is hosting the system, notification should be provided prior to any scheduled

downtime and as soon as possible regarding any unscheduled downtime, with a detailed explanation, including length of service interruption. Up-time should be 99.9%.

MCT retains the right to negotiate purchase/warranty terms where appropriate. MCT also has the option of accepting or rejecting an extended warranty/maintenance agreement. The Bidder should state in the proposal any extended warranty/maintenance agreements that are available for the proposed equipment. Bidders should include their annual soft ware and hardware maintenance escalation percentages. Additionally, Bidders should include descriptions of how new versions/upgrades of the software are released and what options customers have to migrate to these new versions. Specify if the new versions/upgrades are included in the purchase price.

E. DATA STORAGE AND SYSTEM REPORTING

The Vehicle Tracking System shall collect vehicle location data and store it for reporting as required. The reporting component should provide monthly, annual, year-to-date, and ad-hoc operational reports on vehicles, drivers, locations, etc. Typical reports would include:

1. On-time performance, including count of early and late stop departures and wait times.
2. Vehicle usage (demand-response and fixed-route usage, etc.).
3. Route statistics (schedule adherence, historical routes driven, defined routes, off-route vehicles, etc.)

The Bidder should describe in detail the reports available, including sample reports. If one or more of the reports is not currently available, the Bidder should include the cost for developing such reports as a separate line item. MCT would prefer that the database supporting the reporting component be compatible with and allow accessibility to third-party reporting tools, such as Crystal Reports.

F. DOCUMENTATION

All aspects of the Vehicle Tracking system and individual components should be clearly and thoroughly documented for both technical and non-technical support staff and for end-user understanding. Documentation should encompass detailed product descriptions as well as step-by-step instructions on how to utilize the equipment. Documentation should be geared towards varying audiences to include vehicle operators, dispatchers, network support staff, area managers, transit operators, and maintenance technicians. Documentation materials should be broken into the following areas and/or functions;

1. Computer hardware, systems software, and equipment specifications.
2. End-user focused materials on "How To" operate the equipment within each of the Vehicle Tracking System components. For example, detailed step-by-step instructions should be included for:
 - a. Traveler Information Features (Web Interface, etc.)
 - b. Map Creation and Views (Zooming, Multiple Views, Ad-Hoc Maps, Map Maintenance, etc.)
 - c. Wireless Data Communications (Usage of wireless equipment and data transmission procedures)
 - d. Route Management and Performance (Dispatcher)
 - e. Data Storage and Reporting (Report Generation, Ad-Hoc Report Creation, etc.)
 - f. Data Access including API for use in developing 3rd party applications.
 - g. Automatic Passenger Counters - If proposed (Equipment and

- Maintenance)
- h. Driver Scheduling Software – If proposed
- 3. On-going support with various options (on-line, phone, etc.)
- 4. Toll free support number provided during the hours of 8:00 a.m. to 5:00 p.m. PDT Monday through Friday. Include information on evening and weekend support hours and services.

The Bidder should provide a sample of the documentation in the proposal. Upon installation, the successful bidder will provide complete documentation and training materials.

G. TRAINING

The Bidder should provide Training Support to address all aspects of the Vehicle Tracking System and individual component parts. The Bidder should provide on-site consultation and training throughout the implementation process. Training should be provided for both technical, non-technical support staff, and end-user administrators and staff. Training should encompass demonstrations of the overall product and individual component parts. Step-by-step instructions should be demonstrated on how to install and/or use the equipment for varying audiences to include vehicle operators, dispatchers, network support staff, area managers, transit operators, and maintenance technicians.

Detailed documentation materials (as described above) should be include in training sessions to provide the level of depth required to effectively administer and operate the Vehicle Tracking System and its component parts.

The Bidder should state the training support and service they will provide to include the following;

1. Toll free support number provided during the hours of 8:00 a.m. to 5:00 p.m. PDT Monday through Friday. Include information on evening and weekend support hours and services.
2. On-site system implementation consultation and support. Bidder to state the number of hours provided.
3. Hardware/equipment and vehicle installation training. Bidder to state the number of hours provided.
4. Field training for dispatchers, field supervisors, and field operators. Bidder to state the number of hours provided.
5. Administrator training for administrators and support staff. Bidder to state the number of hours provided.
6. Training for the 'trainers'. Bidder to state t number of training hours provided.
7. On-going training support and various training options (on-line, CBTs, etc.). The Bidder should describe in detail the training support and service, and suggested training plan, with proposed timelines, for varying stages before after and during the project.

Deviations from Specifications: Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject proposals on each item separately, or as a whole, and to waive any irregularities in the proposal; irregularities may, however, render the proposal non-responsive

SECTION 3

PROPOSED SOLUTION

The "Proposed Solution" section should contain detailed, step-by-step descriptions of the work being proposed by the Bidder in response to the Requirements section. It should be organized to reflect the order in which the work will be done. The work sequence should identify the task and subtasks as carefully and with as much detail as possible for performing that work. A task is a discrete unit of work to be done. Subtasks are detailed activities of the task. All tasks and subtasks make up the "Scope of Work". The end of each major task section should specify the item resulting from successful completion of the task.

Each task should be described in a separate, numbered paragraph. There should be a deliverable item for each task. Deliverable items can be listed after each task, or may be listed in a summary schedule and cross-referenced by the appropriate task number. Acceptance of the deliverable items will signify satisfactory completion of each task. For instance, a task might read as follows:

Example:

"Consultant shall prepare a work plan for the project including consulting personnel to be assigned, department personnel involvement, work schedules in chart form and the time schedule".

"Deliverable: Complete a work plan submitted to project manager within five working days of startup".

1. COST INFORMATION

Please provide pricing for the core system as well as pricing for each option that can be purchased and implemented separately on the enclosed cost proposal form. Costs are to be all inclusive and must contain, at a minimum, the following:

- Implementation Cost – including all software, hardware, licenses, installation, etc.
- Training Cost
- Provide incremental and ongoing maintenance cost.

SECTION 4

SPECIAL PROVISIONS

INSURANCE

Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain the types of insurance as specified in the Agreement for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance and endorsements naming MERCED COUNTY TRANSIT as an additional insured on each policy. The insurance carrier shall be required to give MERCED COUNTY TRANSIT notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONTRACTOR has a SIR, and if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR

PROPOSAL BID SECURITY BOND

Each proposal shall be accompanied by a certified check, cashier's check, or bond by a guaranty company authorized to carry on business in the State of California, in an amount equal to ten percent (10%) of the sum of the total amount proposed, including any options. Said bond is payable without condition to the Transit Joint Powers Authority for Merced County as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Contract in accordance with and in the manner and form required by these contract documents.

Proposal securities will be returned to all except the top three responsive Bidders, which will be retained until the awarded Bidder has entered into a Contract with the Merced County Transit.

FORFEITURE OF BID BOND

The Proposal Security Bond shall be submitted with the understanding that it is a guarantee that the Bidder will not withdraw their proposal during such time and under the conditions set forth herein; that they will enter into a formal contract if it is awarded to them; that they will furnish the required bonds and evidences of insurance and that the Proposal Security Bond will be declared forfeited as liquidated damages in the event of withdrawal of their proposal or in the event of failure to enter into a Contract and give said bonds and insurance within the time specified after they have received notice of an award. The County may then award the Contract to the next responsible Bidder or Bidders, or may call for new proposals.

PERFORMANCE BOND

Within fourteen (14) working days of the award of the Contract, the successful Bidder will be required to furnish, at Bidder's expense, the County a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the total proposal cost. The bond shall be approved as to form by the Merced County Transit, executed by the Bidder as principal and by a corporation licensed to issue such bonds in the State of California.

PUBLIC DISCLOSURE

Responses to Become Public Records:

All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record.

DESIGNATION CONFIDENTIAL INFORMATION

The Merced County Transit (MCT) will recognize as confidential only those elements in each response, which are trade secrets as that term is defined in the law of California and which are clearly marked as "TRADE SECRET", "CONFIDENTIAL", OR "PROPRIETARY." Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind (MCT) to protect the designated matter from disclosure.

The California Public Records Act limits (MCT's) ability to withhold prequalifications and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that a Contractor does not want disclosed to the public or used by (MCT) for any purpose other than evaluation of the Contractor's eligibility, each sheet of such information must be marked with the designation "Confidential." (MCT) will notify the submitter of data so classified of any request to inspect such data so that the submitter will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

(MCT) NOT LIABLE FOR REQUIRED DISCLOSURE

(MCT) shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", or if disclosure is required by law or by an order of the court.

SPECIFIC COMPLIANCE

The Bidder awarded the Contract derived from this proposal will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

- Cal OSHA Requirements
- Air Quality Act
- Energy Policy and Conservation Act

PROTEST PROCEDURES

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available at the Agency level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. Caltrans review of any protest will be limited to: Agency's failure to have or follow its own protest procedures, or its failure to review a complaint or protest.

Violations of the Federal or State law or regulation.

The protest filed with Caltrans shall: Include the name and address of the protester. Identify Agency as the party responsible for RFP process. Contain a statement of the grounds for protest and any supporting documentation. (the grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.) Include a copy of the protest filed with the Agency, and a copy of Agency's decision, if any. Indicate the ruling or relief desired from Caltrans.

Such supports should be sent to:

The California Department of Transportation Division of Mass Transportation P.O. Box 942874 - MS 39
Sacramento, CA 942874-0001

Third Party Contract
FTA and California Department of Transportation Required Provisions

1. Source of Funding. This contract entered on _____ (date) between _____ and _____ for _____ (type of purchase) is being funded with the following fund source(s) and amount:

Fund Source	Amount

2. Antitrust Claims. The **CONTRACTOR** by signing this contract hereby certifies that if these services or goods are obtained by means of a competitive bid, the **CONTRACTOR** shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the Awarding Agency or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2. "Public purchasing body" means the Awarding Agency or the subdivision of agency making a public purchase. Government Code Section 4550.

B. The **CONTRACTOR** agrees to assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the **CONTRACTOR** for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the **CONTRACTOR**. Government Code Section 4552.

3. Child Support Compliance Act. "For any Contract in excess of \$100,000, the **CONTRACTOR** acknowledges in accordance with Public Contract Code 7110, that:

- A. The **CONTRACTOR** recognizes the importance of child and family support obligations and shall fully comply with all applicable California Department of Transportation and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The **CONTRACTOR**, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

4. Procurements. All procurements, including local procurement of supplies, equipment, construction, and services shall be conducted in accordance with the Procurement Standards set forth in FTA's implementing regulations of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Contracts to California Department of Transportation and Local Governments" and 2 CFR Part 225 or 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-profit Organizations" and 2 CFR Part 230 and FTA Circular 4220.1F, "Third-Party Contracting Guidance."
5. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the **CONTRACTOR** agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance funds awarded to Awarding Agency on behalf of the California Department of Transportation to support procurements using exclusionary or discriminatory specifications.
6. Buy America. The **CONTRACTOR** shall comply with the Buy America requirements of 49 USC 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United California Department of Transportations and have a 60 percent domestic content.
7. U.S. Flag Requirements.
 - A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the **CONTRACTOR** and subcontractors must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
 - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the **CONTRACTOR** and subcontractors must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United California Department of Transportations Flag Air Carriers," and 41 CFR Sections 301-10.131 through 301-10.143.
 - C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the **CONTRACTOR** and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
8. Vehicle Operator Licensing (Transit Operation & Rolling Stock Only). The **CONTRACTOR** is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
9. Record Keeping. The **CONTRACTOR** and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Contract and all subcontracts.

10. Accounting Records. The **CONTRACTOR** shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the **PROJECT**. The **CONTRACTOR'S** accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the **PROJECT** including properly executed payrolls, time records, invoices and vouchers.
11. Examination of Records. The Awarding Agency, the California Department of Transportation's Audits Office, the California Department of Transportation Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the **CONTRACTOR** and its subcontractors that are pertinent to this Contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The **CONTRACTOR** shall include a clause to this effect in every subcontract entered into relative to the **PROJECT**.
12. Debarment and Suspension. The **CONTRACTOR** agrees as follows:
 - A. The **CONTRACTOR** agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by the California Department of Transportation, the **CONTRACTOR** agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement or Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
 - C. Before entering into any subcontracts with any subcontractor, the **CONTRACTOR** agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
 - D. Before entering into any third-party contract exceeding \$25,000, the **CONTRACTOR** agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The **CONTRACTOR** also agrees to require each third-party contractor to refrain from awarding any third-party sub-contract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding \$25,000.
13. Compliance with Federal Statutes. During the performance of this Contract, the **CONTRACTOR**, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under the Federal Transit Act, including, but not limited to the following:
 - A. Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the **CONTRACTOR** agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The **CONTRACTOR** agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements the California Department of Transportation may issue.

- B. Nondiscrimination. The **CONTRACTOR**, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the **CONTRACTOR** shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **CONTRACTOR** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DEPARTMENT OF TRANSPORTATION's Regulations, including employment practices when the contract covers a program whose goal is employment. Further, In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the **CONTRACTOR** agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontracts Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the **CONTRACTOR** for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **CONTRACTOR** of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The **CONTRACTOR** shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a **CONTRACTOR** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONTRACTOR** shall so certify to the Awarding Agency or the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. In accordance with 49 CFR Part 26 and as described in FTA Circular 4702.1, and the California Department of Transportation Title VI Program Plan, and upon request from the Awarding Agency, the **CONTRACTOR** shall comply with the following reporting requirements. The **CONTRACTOR** is also responsible for ensuring compliance of each third-party contractor at any tier of the PROJECT.

1. Provide an Annual Title VI Certification and Assurance.
2. Establish and maintain Title VI complaint procedures.
3. Record Title VI investigations, complaints, and lawsuits.
4. Provide meaningful access to Limited English Proficient Persons.
5. Notify beneficiaries of protection under Title VI.
6. Provide additional information upon request.
7. Prepare and submit a Title VI Report.
8. Guidance on conducting an Analysis of Construction PROJECT'S.
9. Guidance on promoting Inclusive Public Participation.

F. Sanctions for Noncompliance. In the event of the **CONTRACTOR**'s noncompliance with the nondiscrimination provisions of this Contract, the Awarding Agency shall impose such contract sanctions as it or the California Department of Transportation may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the **CONTRACTOR** under the Contract until the **CONTRACTOR** complies, and/or
2. Cancellation, termination or suspension of the Contract, in whole or in part.

G. Incorporation of Provisions. The **CONTRACTOR** shall include the provisions of these paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The **CONTRACTOR** will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a **CONTRACTOR** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **CONTRACTOR** may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the **CONTRACTOR** may request the United California Department of Transportations to enter into such litigation to protect the interests of the United California Department of Transportations.

14. Disadvantaged Business Enterprise. The **CONTRACTOR** agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs", 49 CFR Part 26 and will cooperate with California Department Of Transportation with regard to maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum opportunity to compete for sub contractual work under this Agreement.
15. Section 504 and Americans with Disabilities Act Program Requirements. The **CONTRACTOR** will comply with 49 C.F.R. Parts 27, 37 and 38, implementing the Americans with Disabilities Act and Section 504 of the Rehabilitation Act or 1973, 29 U.S.C. Section 794, as amended.
16. Public Lands. The **CONTRACTOR** agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, California Department of Transportation, or local significance as determined by the Federal, California Department of Transportation, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, California Department of Transportation, or local significance unless the Federal Government makes the specific findings as required by 49 U.S.C. § 303.

17. Energy Conservation. The **CONTRACTOR** agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. § 6321 *et seq.*
18. Conflict of Interest.
- A. In accordance with 41 U.S.C. § 22, no member of or delegate to the Congress of the United California Department of Transportations shall be admitted to any share or part of this Contract or to any benefit arising there from.
 - B. The **CONTRACTOR** certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Contract shall have any personal financial interest or benefit which either directly or indirectly arises from this Contract.
 - C. The **CONTRACTOR** shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - D. The **CONTRACTOR** will not be awarded a contract if the financial interests are held by a current officer or employee of the Awarding Agency. Additionally, a contract will not be awarded to an officer or employee of the Awarding Agency to provide goods and service. Likewise, the **CONTRACTOR** officials and employees shall also avoid actions resulting in or creating an appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality;
 - 4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
 - E. Former California Department of Transportation employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to this contract, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from California Department of Transportation service.
 - F. Neither the **CONTRACTOR** nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the **CONTRACTOR** or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest.

If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the **CONTRACTOR** and such disclosure is entered upon the Minutes of the **CONTRACTOR's** written report to the Awarding Agency of such interest, the Awarding Agency, may waive the conflict of interest; provided that the officer or employee shall not participate in any action by the **CONTRACTOR** or the locality relating to such contract, subcontract, or arrangement.

- G. No member, officer, or employee of the **CONTRACTOR** or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- H. The provisions of this subsection shall not be applicable to any contract between the **CONTRACTOR** and its fiscal depositories or to any contract for utility services, the rates for which are fixed or controlled by a governmental agency.

19. Lobbying.

- A. The **CONTRACTOR** agrees that it will not use Federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. DEPARTMENT OF TRANSPORTATION Regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the bid is for an award of \$100,000 or more, the Awarding Agency will not make any Federal assistance available to the **CONTRACTOR** until the Awarding Agency has received the **CONTRACTOR's** certification that the **CONTRACTOR** has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, cooperative agreement or any other Federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 the form instructions.
- C. The **CONTRACTOR** shall require that the language of these paragraphs A through C be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when this Contract was made or entered into. Signing of this Contract is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, U. S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. Program Fraud and False or Fraudulent California Department of Transportation or Related Acts.

- A. The **CONTRACTOR** acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and U.S. DEPARTMENT OF TRANSPORTATION regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying

contract, the **CONTRACTOR** certifies or affirms the truthfulness and accuracy of any California Department of Transportation it has made, it makes, it may make, or causes to be made, pertaining to that underlying contract or the Federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the **CONTRACTOR** further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, California Department of Transportation, 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, California Department of Transportation, 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 the California Department of Transportation under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the **CONTRACTOR**, to the extent the Federal Government deems appropriate.

C. The **CONTRACTOR** agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. Contracts Involving Federal Privacy Act Requirements. The following requirements apply to the **CONTRACTOR** and its employees that administer any system of records on behalf of the Federal Government under any contract:

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** 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 California Department of Transportation.

22. Drug-Free Workplace. The **CONTRACTOR** certifies by signing this Contract that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government code Section 8355, et seq. The **CONTRACTOR** is required to include the language of this Paragraph in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the **CONTRACTOR**, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the **CONTRACTOR** agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

23. Charter Service Operations (Transit Operation & Rolling Stock Only). The **CONTRACTOR** agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies 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 listed at 49 CFR-Subpart B. 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. The **CONTRACTOR** assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally assisted equipment) of providing the service. The **CONTRACTOR** understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
24. School Bus Operations (Transit Operation & Rolling Stock Only). Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the **CONTRACTOR** agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The **CONTRACTOR** understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR part 605 apply to any school transportation agreement, and a violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
25. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 U.S.C. Section 5312(p), the **CONTRACTOR** must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
26. Protection of Animals. The **CONTRACTOR** must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1, 2, 3, and 4.
27. Additional Termination Clauses.
- A. Termination for Convenience. When it is in the Awarding Agency best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a ten (10) day written notice to the **CONTRACTOR**. The **CONTRACTOR** shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The **CONTRACTOR** shall promptly submit its termination claim to the Awarding Agency. If the **CONTRACTOR** has any property in its possession belonging to the Awarding Agency, the **CONTRACTOR** will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Lack of Beneficial Results. This Contract may also be terminated if the Awarding Agency and the **CONTRACTOR** agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

- C. Termination for Default. The Awarding Agency may terminate this Contract upon a finding that the **CONTRACTOR** has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Contract, has not billed for operating assistance funds within twelve (12) months of execution of this Contract, or that the **CONTRACTOR** is otherwise not complying with the terms of this Contract. Termination shall be by written notice specifying the reason for termination and giving the **CONTRACTOR** thirty (30) days to correct the default. The Awarding Agency shall be the sole judge as to whether the **CONTRACTOR**'s corrective measures are adequate. If the **CONTRACTOR** fails to remedy to the Awarding Agency's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract the Awarding Agency shall have the right to terminate the Contract without any further obligation to the **CONTRACTOR**. Any such termination for default shall not in any way operate to preclude the Awarding Agency from also pursuing all available remedies against the **CONTRACTOR**.
- D. Period of Performance Extension. If it is later determined by the Awarding Agency that the **CONTRACTOR** had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the **CONTRACTOR**, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the **CONTRACTOR** to continue work, or treat the termination as a termination for convenience.
- E. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the **CONTRACTOR** agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
28. Disputes. The Awarding Agency and the **CONTRACTOR** shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the **CONTRACTOR** shall submit to the authorized Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the **CONTRACTOR**. The **CONTRACTOR** shall have an opportunity to challenge the Awarding Agency Representative's determination but must make that challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the **CONTRACTOR** challenge is not made within the ten (10) day period, the Awarding Agency Representative shall become the final decision of the Awarding Agency. The Awarding Agency and the **CONTRACTOR** shall submit written, factual information and supporting data in support their respective positions. The decision of the Awarding Agency shall be final, conclusive and binding regarding the dispute, unless the **CONTRACTOR** commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.
29. Third Party Procurement. In accordance with applicable U.S. Department of Transportation third-party procurement regulations in FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, and any later revision thereto, the **CONTRACTOR** agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with Federal laws and regulations including but not limited to the following:
- A. To California Department of Transportation clearly that the final contract award to any bidder requires prior written approval by the Awarding Agency and that bids are consistent with the PROJECT equipment description identified in the Standard Agreement, Exhibit A, Scope of Work between California Department of Transportation and the Awarding Agency.

- B. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- C. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 U.S.C. § 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
- D. To comply with the requirements of 49 U.S.C. § 5323 (c) and FTA regulations, “Bus Testing”, 49 C.F.R. Part 665, and any revision thereto.
- E. To comply with the requirements of 49 U.S.C. § 5323(l) and FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 C.F.R. Part 663, and any revision thereto.
- F. To comply with the requirements of 49 U.S.C. § 5325(b) to award a third-party contract using a competitive procurement process.
- G. In accordance with 49 U.S.C. § 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
- H. To comply with 49 U.S.C. § 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- I. To comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, “Pre- Award and Post-Delivery Audits of Rolling Stock Purchases, “ 49 CFR Part 663, and any revision thereto.
- J. To award a third-party contract using a competitive procurement process in compliance with the requirements of 49 U.S.C. Section 5325.
- K. To comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, “Bus Testing”, 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The **CONTRACTOR** must obtain the final testing report and provide a copy of the report to the Awarding Agency.
- L. To require each bidder to certify that it has complied with 49 CFR 26, which requires each transit vehicle manufacturer to establish annual goals for the participation of disadvantaged business enterprise and to submit those goals to FTA for approval.
- M. To comply with 49 U.S.C. Section 5323(j), FTA’s Buy America regulations at 49 CFR Part 661 and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract.
- N. To meet applicable regulations of 49 CFR Part 663 in the purchase of revenue rolling stock.

- O. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et. seq. and Clean Water Act, as amended, 33 U.S.C. Section 1251 et. seq. Agrees to report and require each third-party subcontractor at any tier to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
 - P. To comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the **CONTRACTOR** agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.
 - Q. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the California Department of Transportation energy conservation, plan issued in compliance with the Energy Policy and Conservation Act.
 - R. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit PROJECT'S," 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
 - S. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles," the **CONTRACTOR** must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
 - T. **CONTRACTOR** shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The **CONTRACTOR'S** failure to comply with all mandates shall constitute a material breach of this Contract.
30. Amendments to Federal, California Department of Transportation and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, California Department of Transportation, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.
31. Disposition of Equipment. The disposition of all PROJECT equipment shall be made in accordance with the requirements set forth in FTA's implementing regulations of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Contracts to California Department of Transportation and Local Governments" and FTA Circular 9040.1F or 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-profit Organizations" and FTA Circular 9070.1F.

Whenever any PROJECT equipment is withdrawn from the PROJECT for any reason, the **CONTRACTOR** shall immediately notify the Awarding Agency. Should the PROJECT be

terminated, all property procured under this contract becomes property of the Awarding Agency and may be transferred to other eligible contractors at the sole discretion of the Awarding Agency. At the option of the Awarding Agency, the **CONTRACTOR** shall do one of the following:

- A. Written Notice of Termination. The Awarding Agency may terminate this contract upon finding that the **CONTRACTOR** is not operating the PROJECT equipment in accordance with the project description in the Scope of Work, or that the **CONTRACTOR** is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the **CONTRACTOR** thirty (30) days to correct the default. The Awarding Agency shall be the sole judge as to whether the **CONTRACTOR'S** corrective measures are adequate. If **CONTRACTOR** fails to remedy to Awarding Agency's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract the Awarding Agency shall have the right to terminate the contract without any further obligation to the **CONTRACTOR**. Any such termination for default shall not in any way operate to preclude the Awarding Agency from also pursuing all available remedies against **CONTRACTOR** and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the Awarding Agency reserves the right to seize vehicles or equipment procured under this contract.
 - B. Remit to the Awarding Agency the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition, if any, of PROJECT equipment which shall be based on the percentage of the FTA grant funds paid by **CONTRACTOR** under this contract. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use; and
 - C. Return the equipment to the Awarding Agency in the same condition as when received by the **CONTRACTOR**, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the **CONTRACTOR** to the Awarding Agency in order to avoid any Awarding Agency liability to the California Department of Transportation or to others.
32. Insurance. While the PROJECT equipment is in the possession or control of the **CONTRACTOR**, the **CONTRACTOR** shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- A. The minimum limits of liability, shown below in parts J and K, may be increased by the Awarding Agency at any time upon thirty (30) days notice to the **CONTRACTOR**.
 - B. The **CONTRACTOR** shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the Awarding Agency. This insurance shall include a provision designating the California Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
 - C. The California Department of Transportation, its officers, employees, and agents shall be named as additional insured.
 - D. The California Department of Transportation will not be responsible for any premiums or assessments on the policy.

- E. The **CONTRACTOR**, and/or third-party subcontractor, shall furnish to the Awarding Agency, before delivery of the PROJECT vehicle(s) to the **CONTRACTOR**, a certificate of insurance issued by a company licensed to write such insurance in California.
- F. Prior to the annual insurance policy expiration date, the **CONTRACTOR** shall furnish to the Awarding Agency a new certificate of insurance or other written evidence of insurance satisfactory to the Awarding Agency. At any time that such evidence of insurance has not been provided, the Awarding Agency shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the **CONTRACTOR** for this purpose.
- G. The **CONTRACTOR** shall provide the Awarding Agency at least thirty (30) days notice of cancellation or material change of the vehicle insurance policy.
- H. Public Agency or For-Profit CONTRACTORS. The following terms apply to all **CONTRACTORS** who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime contractor or subcontractor:
1. Property Damage: The **CONTRACTOR** shall place property damage, whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The **CONTRACTOR** shall place bodily injury in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The **CONTRACTOR** shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the Awarding Agency. This insurance shall include a provision designating the California Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- I. Non-Profit Agencies: The following terms apply to all **CONTRACTORS** who are defined as a non-profit agency, regardless if they are providing the service as the prime contractor or subcontractor:
1. Property Damage: The **CONTRACTOR** shall place property damage, whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The **CONTRACTOR** shall place bodily injury in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single

limit) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.

3. Vehicle Physical Damage: The **CONTRACTOR** shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the Awarding Agency. This insurance shall include a provision designating the California Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

33. Potential Subcontractors

- A. No Relationship Between the California Department of Transportation and Third-Party Contractor. Nothing contained in this Contract or otherwise, shall create any contractual relation, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the **CONTRACTOR** of his responsibilities and obligations hereunder. The **CONTRACTOR** agrees to be as fully responsible to the California Department of Transportation for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the **CONTRACTOR**. The **CONTRACTOR**'s obligation to pay its third-party contractors is an independent obligation from the California Department of Transportation's obligation to make payments to the **CONTRACTOR**. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subcontracts at every tier. Accordingly, the **CONTRACTOR** agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subcontract financed in whole or in part with financial assistance provided by FTA.
- C. No Federal Government Obligations to Third Parties. The **CONTRACTOR** agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the **CONTRACTOR** or third-party contractor.
- D. Obligations on Behalf of the California Department of Transportation. The **CONTRACTOR** shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of All Third-Party Contracts. The Awarding Agency shall approve in writing all proposed third-party contract contracts, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The **CONTRACTOR** agrees that it will not enter into any third-party contracts unless the same are approved in writing by the Awarding Agency. Any proposed amendments to such third-party contracts must be approved by the Awarding Agency prior to implementation.

34. Environmental Impact and Related Procedures (Construction Only). The **CONTRACTOR** assures and certifies that contracts involving the construction of public transportation project much comply with regulations of 23 CFR Part 771. NEPA and CEQA requirements.
35. Research, Development, Demonstration, Deployment, and Special Studies (Research or Data Development Only). In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the **CONTRACTOR** must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental or research work. The awarding agency reserve a royalty-free, nonexclusive and irrevocable right to the data, patents, and/or inventions produced under this contract and has the irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and reserves the right to grant authority to others.
36. Third Party construction or facility improvement contracts.
- A. Davis-Bacon. In accordance with the requirements of 49 U.S.C. § 5333(a) and the implementing regulations of 29 CFR Part 5, the **CONTRACTOR** shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.
- B. Bonding. For contracts or subcontracts exceeding \$100,000, the following bonding requirements must be included: Bid guarantee from each **CONTRACTOR** equivalent to five (5%) percent of the bid price; performance bond on the part of the **CONTRACTOR** for 100 percent of the contract price; and payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million or, (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million, or (3) \$2.5 million if the contract price is more than \$5 million.
- C. Copeland Anti-Kickback. For contracts or subcontracts exceeding \$100,000 and in accordance with 18 U.S.C. Section 874, Copeland "Anti-Kickback" Act, 29 CFR Part 3, the **CONTRACTOR** and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United California Department of Transportations," the **CONTRACTOR** and subcontractors are prohibited from inducing, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.
- D. Construction Safety. As prohibited by the safety requirements of Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction," the **CONTRACTOR** and subcontractors must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
37. Registration Requirements (Recovery Act Contracts Only). The **CONTRACTOR** and all subcontractors must obtain a Dun and Bradstreet Data Universal Number (DUNS), (<http://www.dnb.com>), or update the existing DUNS record, and register with the Central Contractor Registration (CCR) (<http://www.ccr.gov>). The **CONTRACTOR** shall ensure that all third party contractors and subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR).
38. Certifications and Assurances (Recovery Act Contracts Only).

- A. The **CONTRACTOR** agrees to separately identify to subcontractor, and document at the time of contract award and at the time of disbursement of funds, the Federal award number, Standard Agreement number, project title, and amount of Recovery Act funds.
 - B. The **CONTRACTOR** must ensure each invoice submitted by subcontractors shall certify that the PROJECT items delivered and/or PROJECT work performed is authorized under the Recovery Act.
39. Additional Contract Clauses (Recovery Act Contracts Only). The following contract provisions must be included in all third party contracts involving Recovery Act funds. Model contract clauses are available in the Federal Acquisition Regulation (FAR) website at, <http://www.arnet.gov/far/>.

FAR Reference	Title
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (Mar 2009)
FAR 52.215-2	Audit and Records – Negotiation (Jun 1999), Alt. I (Mar 2009)
FAR 52.216-24	Limitation of Government Liability
FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act – Construction Materials under Trade Agreements (Mar 2009)
FAR 52.225-24	Notice of Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials under Trade Agreements (Mar 2009)

40. Utilization of Small Business: **CONTRACTOR** shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.
41. Contract Term Limitation (Rolling Stock Only). In accordance with 49 U.S.C. Section 5325(e)(1), **CONTRACTOR** understands that contracts for the procurement of rolling stock and replacement parts is limited to no more than five years under a single contract, even though delivery may take place beyond five years from the date of the initial contract.
42. Transit Employee Protective Agreements (Transit Operation Only). The **CONTRACTOR** agrees to the comply with applicable transit employee protective requirements as follows:
- A. 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 CFR Part 215, and any amendments thereto.
 - B. The **CONTRACTOR** also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.
43. Useful Life Standard. In accordance with FTA Circular 5010.1D, the following Useful Life standards shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements once the CONTRACTOR notifies the California Department of Transportation in writing. These criteria are subject to review by the 5310, 5311, 5316 or 5317

Branch Chief if either factor is less than the value shown herein.

Large Size, Heavy-Duty Transit Buses	12 years or 500,000 miles
Small Size, Heavy-Duty Transit Buses	10 years or 350,000 miles
Medium Size, Medium-Duty Transit Buses	7 years or 200,000 miles
Medium Size, Light-Duty Transit Buses	5 years or 150,000 miles
Other Light-Duty Vehicles (Small Buses & Specialized Vans)	4 years or 100,000 miles
Facilities (Concrete, Steel, Frame and Construction)	40 years
Computers, GPS, AVL, Phone System	3 years
Fareboxes	10 years
Bus Shelters/Benches	5 years

In reference to rolling stock, while age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle was put into active service, not the actual model year of the vehicle.

Information for notice to the parties to this Contract at the time of endorsement of this Contract is a follows:

Merced County Transit c/o

Consultant

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Contract.

Merced County Transit

(Name of Individual/Company)

By _____
(Name)

By _____
(Name)

(Title of Individual)

(Title of Individual)

Dated

Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____

Dated

DEFINITIONS

Bidder - A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Bidder's proposal to compensate the County for damages it might suffer if successful bidder refuses to execute the contract that may be derived from their proposal. Generally, it is 10% of the amount of Bidder's bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond – This bond is to protect sub-contractors and suppliers. It ensures that the surety backing the bond will pay the sub-contractors and suppliers if the general contractor does not.

Closing Date/Time - The day and time the Request for Proposal must be received in the office of the Department of Administrative Services-Purchasing Division for acceptance.

Contract - Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

Contractor - The Bidder or Vendor awarded the Contract derived from this Bid or RFP.

County - The County of Merced, a political subdivision of the State of California.

Deliverable - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

Discount - A percentage amount allowed off invoices for prompt payment.

Evaluation Committee - A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Administrative Services-Purchasing Division.

Formal Date of Award - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

Goals/Tasks - A discrete unit of work to be performed.

Joint Ventures - Two or more corporations or entities that form a temporary union for the purpose of the RFP.

May – Indicates something that is not mandatory but permissible.

MCT – Merced County Transit and/or the Transit Joint Powers Authority for Merced County.

Must/Shall – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Notice of Intent to Award - Letter sent by County to all participating Bidders advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Contract to the apparent successful Bidder as recommended by the Evaluation Committee.

Objectives/Sub-Tasks - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the “Scope of Work”.

Prime Contractor - The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline - The closing date associated with this proposal.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Scope of Work - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Subcontractors - Any person, entity or organization, to which Contractor or County has delegated any of its obligations hereunder.

Tasks – A discrete unit of work to be done

EXHIBIT 1

REQUIRED FEDERAL TRANSIT ADMINISTRATION CLAUSES

1. FLY AMERICA

The Bidder 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 provides that recipients and subrecipients of Federal funds and their Bidders 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 Bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA

Bidder agrees to comply with Section 165 of the Surface Transportation Assistance Act of 1982, as amended, "Buy America Requirements – Surface Transportation Assistance Act of 1982," C.F.R. Part 661, and 49 C.F.R., Part 663, and any amendments thereto and any implementing guidance issued by FTA.

3. CARGO PREFERENCE – USE OF UNITED STATES – FLAG VESSELS

The Bidder 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 the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish with 20 working days following the date of loading for shipments originating within the United States or within 30n working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Bidder in the case of a subBidder's bill-of-lading.) 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.

4. CLEAN WATER

- a. Bidder 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.
- b. Bidder agrees to report and require each sub-contractor at any tier to report any violation of these requirements resulting from any implementation activity of a sub-contractor or itself to FTA and the appropriate U.S. EPA Regional Office.

5. ENERGY CONSERVATION

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

6. LOBBYING

The Bidder agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (U.S.C. § 1601, et seq;) – Bidders shall file the certification required by 49 CFR Part 20, “new Restrictions on Lobbying.” The Bidder certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Bidder shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

7. REPORTING RECORD RETENTION AND ACCESS

- a. At a minimum, Bidder agrees to provide to FTA those reports required by U.S. DOT’s grant management rules and any other reports the Federal Government may require.
- b. Bidder agrees that, during the course of the project and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports records, contracts, and supporting materials relating to the project as the Federal Government may require for the project.
- c. Upon request, Bidder agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work materials, payrolls, and other data, and to audit to books, records, and accounts of Bidder and its sub-Contractor pertaining to the project. In accordance with 49 U.S.C. § 5325(a), Bidder agrees to require each sub-Contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and Comptroller General of the United States, or their duty authorized representatives, to inspect all work, materials, payrolls and other data and records involving that contract and to audit the books, records, and accounts involving that contract as it affects the project.

8. CLEAN AIR

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

9. RECOVERED MATERIALS

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

10. FEDERAL CHANGES

Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including with limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Bidder's failure to comply shall constitute a material breach of this contract.

11. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

Bidder agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to Bidder in connection with the performance of the requirements of this Agreement.

12. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.

Bidder recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this Agreement. Accordingly, the Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this Agreement. In addition to other penalties that may be applicable, consultant also acknowledges that if it makes 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, as amended, on the Bidder to the extent the Federal Government deems appropriate.

13. DEBARRED BIDDERS

Bidder, including any of its officers or holders of a controlling interest, is obligate to inform COUNTY whether or not it is or has been on any debarred Bidders' list maintained by the United States Government. Should Bidder be included on such a list during the performance of this project, it shall promptly so inform COUNTY. Bidder shall not award a contract of any amount to any party included in said debarred Bidders list.

14. PRIVACY ACT

a. The Bidder 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 Bidder agrees to obtain the express consent of the Federal Government before the Bidder or its employees operate a system of records on behalf of the Federal Government. The Bidder 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 to termination of the underlying contract.

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

15. CIVIL RIGHTS

The following requirements apply to the underlying contract:

- 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 Bidder 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 Bidder 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:
 - 1b. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the Federal transit laws at 49 U.S.C. § 5332, the Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Bidder 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 Bidder agrees to comply with any implementing requirements FTA may issue.
 - 2b. 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 Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.
 - 3b. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.R.R. Part 1630, pertaining to employment of person with disabilities. In addition, the Bidder agrees to comply with any implementing FTA may issue.
- c. The Bidder 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.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- a. Policy. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 23 applies to this Agreement.
- b. DBE Obligation. Bidder agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with the Federal funds provided under this Agreement. In this regard all Bidders shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Bidder shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of DOT-assisted contracts. Bidder agrees to apply COUNTY'S DBE goal of 8.8% for all of Bidder's sub contracting opportunities for the term of this Agreement.

17. FEDERAL GRANT CONDITIONS

This Agreement is subject to a financial assistance contract between COUNTY and the United State Department of Transportation, Federal Administration (FTA). COUNTY and DOT agree to comply with all terms and conditions respectively required of them by reason of that contract. If FTA requires any change to this Agreement to comply with its requirements, both parties agree to amend this Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by Bidder or in the time for such performance, then the compensation to be paid to the Bidder and time of performance shall be equitably adjusted.

18. LABOR PROVISIONS

In accordance with Section 10 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § § 327 through 33, Bidder agrees and assures that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Bidder agrees that determination pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally."

19. PROHIBITED INTEREST

No official, officer, or employee or COUNTY during his or her tenure or one year shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20. INTEREST OF MEMBERS OF OR DELEGATES OF CONGRESS

In accordance with Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

21. ALCOHOL ABUSE

To the extent Bidder or any sub-contractor at any tier, or their employees perform a safety sensitive function under this Agreement, Bidder agrees to comply with, and assures the compliance of each affected sub-contractor at any tier, and their employees with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse in Transit Operations," 40 C.F.R. Part 654.

22. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES.

Bidder agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § § 12101 et seq. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to Bidder.

23. ENVIRONMENT

Bidder shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), and Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Bidder shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN-329).

24. DRUG ABUSE

To the extent Bidder or any sub-contractor at any tier, or their employees, perform a safety sensitive function under this Agreement, Bidder to comply with, and assures the compliance of each affected sub-contractor at any tier, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Preventions of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 653.

25. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.I.D, dated April 15, 1996, 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 Bidder shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

ATTACHMENT A

SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

“I certify that I have read the Terms and Conditions pursuant to the submittal of a Request For Proposal (RFP) as detailed on Merced County web site and will comply with said Terms and Conditions, unless otherwise noted by exception herein, as of the date and time of close of this proposal”

Authorized Representative - Name Title

Signature Date

Business License No.: (Merced City) _____

(Merced County) _____

Professional License No.: _____

Taxpayer Identification No.: _____

ATTACHMENT B

REFERENCE LIST

(BIDDER TO COMPLETE AND RETURN WITH PROPOSAL)

List Five (5) Reference where the same or similar Scope of Work were provided

REFERENCE NO. 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 4 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 5 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

ATTACHMENT C –COST PROPOSAL

Item	Vendor hosted system	Customer hosted system
All items listed in the RFP under A. Core Requirements Phase 1 as modified by questions and answers.		
All items listed in the RFP under B. Core Requirements Phase 2 as modified by questions and answers.		
Automatic Passenger counter system for 5 two-door buses		
10 LED two line information signs		
Automatic bus stop announcement system		
Total initial system capital cost		
Year 1 licensing and support ¹		
Year 2 licensing and support		
Year 3 licensing and support		
Year 4 licensing and support		
Year 5 licensing and support		

1. This is to be the first year of licensing and support to be paid after that which is included in the original purchase price

I/We agree that the prices stated herein do not differ from the pricing submitted in our proposal to RFP #6486.

Signature of Authorized Individual

Date

ATTACHMENT D
STATEMENT OF ELIGIBILITY

I, _____ hereby certifies that he / she is not included on the U.S.
Comptroller

(Name of Bidder)

(Circle one)

General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating Labor Standards Provisions.

Name of Bidder

Address

City, State, Zip Code

Authorized Signature

Date

ATTACHMENT E

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if Bidder is a corporation).
2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without agreement, understanding or planned common course of action with, any other vendor or materials, supplies, equipment, services described in the invitation For Bid, designed to limit independent bidding or competition.
3. That the contents of the bid have not been communicated by the Bidder or its employees or agents, to any person not an employee or agent of the Bidder or its surely on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and,
4. That I have fully informed myself regarding the accuracy of the statements made on this affidavit.

Name of Bidder

Address

City, State, Zip Code

Authorized Signature

Date

Subscribed and sworn to before me this ____ Day of _____, 2009.

NOTARY PUBLIC:

My Commission Expires:

ATTACHMENT F

**BUY AMERICA CERTIFICATE
CERTIFICATE OF COMPLIANCE
WITH SECTION 165(b)(3)**

The Bidder hereby certifies that it will comply with the requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.11.

Date

Signature

Title

ATTACHMENT G

CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b) (3)

The Bidder hereby certifies that it cannot comply with the requirements of Section 165(b)(3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(3) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

Date

Signature

Title

ATTACHMENT H

**CERTIFICATION OF PRIMARY BIDDER REGARDS
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The _____ certifies to the best of its knowledge and belief, that it and its
(Name of Bidder)
principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) 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 anti-trust 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 government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
4. Have not with a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the above named primary Bidder is unable to certify to any of the statements in this certification, the primary Bidder shall attach an explanation to this certification.

The primary Bidder, _____ certifies or affirms the truthfulness and accuracy
(Name of Bidder)

of the contents of the statements submitted on or with this certification and understands that the provision of 31 USC Section 3801 et seq. Are applicable thereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby
certifies that the _____ (Name of Bidder)
_____ has authority under State and local law to comply with the subject
(Name of Bidder)

assurances and that the certification above have been legally made.

Signature and Title of Authorized Official

Date

ATTACHMENT I

**CERTIFICATION OF LOWER TIER PARTICIPANTS (SUB-CONTRACTORS)
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

The lower Tier Participant (Sub-Contractor to the Primary Bidder), _____, certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the above named Lower Tier Participant (Sub-Contractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower Tier Participant (Sub-Contractor), _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorize Official

The undersigned chief legal counsel for the _____, hereby certifies that the _____, has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

NOTICE TO BIDDER THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBBIDDERS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS \$25,000 OR SUBBIDDERS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE PROJECT.

ATTACHMENT J

CERTIFICATION OF RESTRICTION ON LOBBYING

I, _____, _____ hereby
(Name) (Title)

certify on behalf of _____ that:
(Firm)

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is 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 Section 1352, Title 31, U.S. Code. 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.

Name

Title

Firm

Date

|

ATTACHMENT K

TERMS AND CONDITIONS-PROPOSAL

INFORMATION TO BIDDERS

1. REQUEST FOR PROPOSAL CLOSING DATE

Proposals must be received in the Merced MCT Association of Governments Transit Division (MCT) on or before 4:00 p.m. on date specified on each separate proposal.

Proposals shall be presented under sealed cover. Clearly identified on the outside to read:

Name of the bidder
Address of the bidder
Subject of the Proposal

Request for Proposal Number
Proposal Submittal Deadline Date

The time specified will be as defined by the official time clock in the office of the MCT, 880 Thornton Road, Merced, California 95340. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Proposal must be labeled as: MCT Request For Proposal No. **(State RFP Number)**.

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the MCT, the MCT reserves the right to accept such proposal.

2. ANNOUNCEMENT OF PROPOSALS

All proposals received by the published date and time for submission will be publicly announced at the MCT at 880 Thornton Rd, Merced, California 95340. The name of each Bidder will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

3. INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section "SCHEDULED ACTIVITIES. No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the MCT to each firm in receipt of the Request for Proposal and shall be incorporated in the proposal. The Bidder shall sign and date the addendum and submit same with the proposal. **Any oral communication by the MCTs designated contact person or any other MCT staff member concerning this proposal is not binding on the MCT and shall in no way modify this proposal or the obligations of the MCT or any Bidders.**

The Bidder may FAX requests to (209) 725-3655, E-mail to Buyer whose name is specified on RFP, or

mail to:

Merced MCT Association of Governments
Transit Division
880 Thornton Road
Merced, California 95340
Attention: Request For Proposal Information (**State RFP Number**)

All inquiries shall be directed to the designated MCT staff person shown on the RFP. Contact with any other MCT personnel, any undue "badgering" of such MCT personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

4. DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

The MCT may, in its sole discretion, conduct discussions with Bidders who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine

Bidders':

- Qualifications.
- Proposed method of performance.
- Proposed personnel and facilities.
- Compensation.

All Bidders submitting a proposal for consideration agree that their company will be willing to enter into a final Contract if awarded this proposal. The MCT may, in its sole discretion, negotiate certain terms and conditions of such final contract after identification of the apparent successful Bidder. However, Bidders should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation, and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements".

5. ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of contract finalization. The MCT will officially decide to select or reject the negotiated contract.

6. FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the MCT, such information was intended to mislead the MCT in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

7. RULES FOR WITHDRAWAL OR REVISION OF PROPOSALS

A proposal which is submitted prior to the deadline may be withdrawn or revised anytime prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the MCT, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

8. SUBCONTRACTING

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

Bidder awarded any contract as a result of this proposal shall obtain MCT written approval of subcontractors identified in Bidder submittal prior to execution of contract.

9. JOINT VENTURES

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

10. CONFIDENTIALITY

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence. THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR AN EVALUATION OF THE PROPOSAL. The MCT cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable thereunder, if requested by any third party. The Bidder should clearly mark any of the information within their proposal that is proprietary. In no case will be considered proprietary the following: a) the final cost of the bid or proposal; , b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary (however, before releasing information that appears to be wrongly marked as proprietary, the MCT may offer d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

BIDDER SHALL NOT DESIGNATE THE ENTIRE PROPOSAL AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION AND WILL NOT BE HONORED.

Submission of a proposal by a Bidder shall constitute an agreement to the provision for public announcement. The MCT shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forward to MCT. MCT shall not be required to contact any bidder for information on behalf of any requesting agency. Merced MCT shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

11. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The MCT is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

12. CONTRACT AGREEMENT - TERMS AND CONDITIONS, STATUTES

The proposal itself is only a reference point to the MCT's standard "Terms and Conditions-Contract" and is not the legal document itself. The successful Bidder will be required to enter into a negotiated and final Contract with the MCT, specifically identifying the "Proposed Solution" as well as the MCT's general terms and conditions. Bidder agrees to incorporate by reference the MCT's solicited proposal, the Bidder's responding proposal and any other documentation deemed necessary by the MCT into any Contract that may be derived from this proposal and shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the MCT of Merced. Nothing in this proposal shall be construed to prohibit either party from proposing additional terms and conditions during negotiation of the resulting Contract, so long as such additional terms and conditions do not materially alter the mandatory provisions of the RFP, or of the winning proposal.

13 PRICING CONDITIONS:

For the first twelve months of the Contract, pricing will be fixed at the submitted bid pricing. Sixty days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year, which will be subject to negotiation by the MCT at the MCT's discretion. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this contract shall not exceed, unless otherwise approved by the MCT, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics. In the event that the index drops, the Contractor shall pass on the MCT an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Letter of Intent to Award, a copy of which will be mailed with the notice.

14. GENERAL INFORMATION

14.1. THE MCT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE MCT SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

14.2. Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.

14.3. All proposals shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The MCT reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.

14.4. All proposals and accompanying documentation submitted by the Bidders will become the property of the MCT and will not be returned. Proposals shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the proposal.

14.5. Cost for developing and preparing the proposal is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.

14.6. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the MCT.

15. DETERMINATION OF BIDDER'S RESPONSIBILITY

15.1 Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Contract. It is the MCT's policy to conduct business only with responsible Bidders.

15.2. Non-responsible Bidder

The MCT may declare a Bidder to be non-responsible for purposes of this proposal if the Bidder had done any of the following:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Contract that may be derived from this proposal with the MCT or a Contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same;
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the MCT or any other public entity.
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

16. PUBLIC DISCLOSURE

All public records of the MCT are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the awarded Bidder and the MCT have signed the Contract. In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's proposal, the MCT must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

17. QUALIFICATIONS OF BIDDER

The MCT may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the MCT all information and data for this purpose as the MCT may request. The MCT reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Bidder fails to satisfy the MCT that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

18. DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility or cooperation as shown by past work or services provided to the MCT or others.
- Being in arrears on existing Contracts with the MCT or having defaulted on previous Contracts.
- Delivery of their proposal after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

19. INTEGRITY OF EXPENDITURE

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

20. GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly, or indirectly, to any employee or agent of the MCT, any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during the proposal process nor during the performance of any Contract period resulting from this proposal.

21. CONFLICT OF INTEREST

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the MCT. Bidder shall make all reasonable efforts to ensure that no MCT officer or employee, whose position in the MCT enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any contract that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any contract that may be derived from this proposal without immediate divulgence or such fact to the MCT.

22. INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an independent Contractor and is not an agent or employee of the MCT and warrant that all persons assigned to the program/project are employees of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the MCT harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between MCT and Bidder or MCT and Bidder's employees, and that the awarded Bidder shall hold MCT harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its sub-Contractors and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractors and employees, if any, shall have no claim under any Contract that may result from this proposal or otherwise against MCT for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

23. FEDERAL, STATE, AND LOCAL TAXES

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Contract. The MCT makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

24. DISPUTES AND APPEALS

Bidder agrees to attempt to resolve disputes that may result from this proposal by administrative process and negotiations in lieu of litigation. In connection with any appeal, Bidder shall be afforded an opportunity to be heard, and to offer evidence in support of its appeal.

25. OSHA REQUIREMENTS

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who

may use the material or equipment or come into contact with the material or equipment.

26. ENVIRONMENTAL PROTECTION

The Bidder awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

27. DRUG FREE WORK PLACE

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

28. PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public Contract laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq.

29. COMPLIANCE WITH LAWS

The successful Bidder shall otherwise perform all obligations under the resulting Contract in compliance with all applicable federal, state, and local laws, rules, regulations, and policies.

30. LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, and any subsequent contract that may be derived from this proposal, shall be deemed and have agreed to be bound by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any contract that may be awarded as a result of this proposal, shall be tried in Merced MCT, unless the parties agree otherwise or are otherwise required by law.

31. OUT-OF-STATE BIDDER

Where the Bidder is an Out-Of-State Bidder, not doing business in the State of California, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by applicable retail rate of general sales tax and use tax when and where applicable. To facilitate compliance with these requirements, each Bidder possessing a California general sales tax license ID number shall enter that number in the transmittal letter. Any Bidder who cannot or does not enter such a number may not be considered to be doing business in California, and the bid price will be increased by the California General Sales Tax Rate at the current rate for all taxable items.

32. INTENT & REQUIREMENTS

These sections describe the required proposal format and content. The proposal should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled

"Optional Exhibits and Attachments".

Each Bidder shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of your proposal.

Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Mistakes/Errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the proposal.

Special bindings, colored displays, etc., are not necessary. A single three-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete and consistent with the proposal content requirements.

33. PROPOSED SOLUTION

The merit of each proposal received in response to this proposal will be judged largely on the basis of each Bidder's narrative description of their proposal. It is important that your proposal contain all information required for an effective review process. Your responding proposal should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of your proposed effort.

Your proposal should provide a clear and concise description of the services to be provided by your company in response to the MCT's requested "Requirements". Describe your overall philosophy and goals in functional and operating terms - stated as what you will do, not what might be done in carrying out the MCT's requested objectives under the RFP's "Requirements". Address each of the activities to be undertaken as a means of reaching the MCT's objective under the proposal. The description should be precise and concrete and designed to have measurable outcomes.

34. NUMBER OF COPIES TO BE SUBMITTED

Please submit **electronically with Signature Page scanned into document and placed as first page.**

Bidder also to submit ONE (1) paper copy of Financial Statement as set forth herein.

35. PROPOSAL FORMAT

The proposal must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be submitted electronically. Each page must be clearly and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

The content and sequence of the proposal will be as follows:

- Signature Page
- Cover Letter
- Table of Contents
- Executive Summary

- Exceptions
- Bidder's Qualifications
- Approach
- Cost Proposal
- Financial Statement (**separate sealed envelope**)

35.1. SIGNATURE PAGE

Bidder must complete and return the enclosed Signature Page (**Attachment A**, "Signature Page"). The Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

35.2. COVER LETTER

The Cover Letter must be a maximum of a one (1) page introducing the Bidder. The Cover Letter must include the Bidder's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Bidder.

35.3. TABLE OF CONTENTS

The Table of Contents must be a comprehensive listing of the contents included in your proposal. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers.

35.4. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the Bidder's Business Proposal to provide the Evaluation Committee with a broad understanding of the Bidder's approach, qualification, experience and staffing.

35.5. EXCEPTIONS

This portion of the proposal will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the MCT will assume that the Bidder's proposal meets those requirements as specified herein, and that the Bidder accepts and intends to abide by all stated terms, conditions, and requirements. Exceptions will be accepted by the MCT, and will form a part of any resulting Contract, only if the MCT explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Scope of Work
- Exceptions to General Provisions
- Exceptions to Special Provisions
- Exceptions to Instructions for Submitting Proposal and Proposal Content Requirements
- Exceptions to any other part of this RFP

35.6. BIDDER'S QUALIFICATIONS

Bidder shall provide a concise statement demonstrating that the Bidder's company's has the qualifications and experience capability to perform the requirements of this proposal. The following sections must be included:

35.6.1. History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5)

years.

35.6.2. Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your proposal.

35.6.3. References

Provide a list of at least five (5) customer references (**Attachment B Reference List**), include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Contract; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

35.6.4. Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each person. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

36. APPROACH

The Bidder's proposal shall clearly describe in detail how the Bidder will meet the requirements of this proposal and perform the Requirements. Additionally, the proposal should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

37. FINANCIAL STATEMENT

FINANCIAL STATEMENT SUBMITTED WILL BE FORWARDED TO MCT AUDITOR-CONTROLLER FOR REVIEW AND DESTROYED OR RETURNED WITHIN THREE (3) WORKING DAYS FOLLOWING CLOSE OF RFP. IF YOU WISH TO HAVE YOUR FINANCIAL STATEMENTS RETURNED, A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED.

Provide copies of the Bidders most current and prior two (2) fiscal years financial statements. Financial statements should include a balance sheet and income statement at minimum. Financials consisting of, but not limited to the Balance Sheet (Statement of Financial Positions), and Income Statement (Statement of Operations), and the Retained Earnings Statement (Changes in Fund Balance) are necessary for construction and service provider contracts over \$10,000. For contracts under \$100,000 (federal funding over \$100,000 single audit requirements will apply), if audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

If financial statements are not available, sufficient financial information should be submitted to demonstrate the ability to finance the contract and provide the services in accordance with the requirements of this RFP, understanding that cash advances are not available. Financial information will be kept confidential if so stamped on each page.

THIS INFORMATION TO BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE.

FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE", RESULTING IN REJECTION OF PROPOSAL.

38. COST PROPOSAL FORMAT

It is essential that all responding Bidders include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your proposal. All proposals must have a narrative providing a thorough and clear explanation of your costs.

39. BASIS OF AWARD

Award will be made to the Bidder whose proposal demonstrates to be the most qualified, responsive and advantageous to the MCT. **The MCT shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the MCT after all factors have been evaluated.**

THE MCT RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT BE CONFINED TO COST ALONE.

False, incomplete, or nonresponsive statements in connection with the proposal may be deemed sufficient cause for rejection. The MCT shall be the sole judge in making such determination. The MCT reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the MCT's best interest to cancel the proposal process.

40. SELECTION OF EVALUATION COMMITTEE

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to initiate contract negotiations. Selection will not be made on cost alone, but will be based upon the most responsive proposal.

41. EVALUATION CRITERIA

The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. Any proposal which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the Subcontractors references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall recommend such proposal that is the most qualified, responsive and cost-effective proposal and in the best interest of the MCT.

42. NOTICE OF INTENT TO AWARD

A "Notice of Intent to Award" will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail and/or facsimile.

43. NEWS RELEASES

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the MCT.

44. DEBRIEFING

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the MCT 880 Thornton Road, Merced, California 95340 within three (3) working days following the MCT's U.S. postal mail or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the MCT will be based on the Evaluation Committee determinations of your company's submitted proposal as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the MCT, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the MCT's Request for Proposal is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

45. PROTEST

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the MCT after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its proposal to be the most responsive to the MCT's proposal and that the MCT has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to MCT's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

Chief Executive Officer
Transit Joint Powers Authority for Merced County
369 West 18th Street
Merced, California 95340

All protests in relationship to the MCT's intended award decision must be received by the MCT Executive Officer no later than seven (7) working days following the MCT's U.S. postal mail or facsimile of the "Notice of Intent to Award" to the Bidder.

46. PROTEST PROCEDURES

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the MCT of Merced.

Upon receipt of the formal protest, the MCT Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Directors stating their concerns. The decision of the Merced MCT Board of Directors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the MCT Executive Officer, or his/her designee, or MCT Board of Directors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced MCT, the protest will be disallowed.

47. CALTRANS PROTEST PROCEDURES

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available at the Agency level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. Caltrans review of any protest will be limited to: Agency's failure to have or follow its own protest procedures, or its failure to review a complaint or protest.

Violations of the Federal or State law or regulation.

The protest filed with Caltrans shall: Include the name and address of the protester. Identify Agency as the party responsible for RFP process. Contain a statement of the grounds for protest and any supporting documentation. (the grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.) Include a copy of the protest filed with the Agency, and a copy of Agency's decision, if any. Indicate the ruling or relief desired from Caltrans.

Such supports should be sent to:

The California Department of Transportation Division of Mass Transportation P.O. Box 942874 - MS 39
Sacramento, CA 942874-0001