



**San Luis Obispo Regional Transit Authority (RTA)
Request for Proposals**

Joint Short Range Transit Plans for SoCo Transit and DARs

Proposal Release Date

**September 17,
2018**

Proposal Submittal Due Date

October 24, 2018 at or before 5:00 pm (PST)

Four printed copies and one digital copy of your firm's proposal should be submitted to the attention of the undersigned;

Mail completed proposals to:

Phil Moores
Project Manager
San Luis Obispo Regional Transit Authority,
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4465

pmoores@slorta.org

Questions regarding the solicitation process and the scope of work should be directed to Phil Moores at (805) 781-4467. All questions should be submitted in writing by mail, e-mail no later than 5:00 p.m. on Wednesday, October 10, 2018. These questions, along with their answers, will be forwarded to all known RFP recipients.

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SECTION I – PROPOSAL SCHEDULE

September 17, 2018	Publish RFP
September 26, 2018 at 2 p.m.	Non-mandatory pre-proposal meeting 179 Cross Street, San Luis Obispo, CA 93401
October 10, 2018	Questions/clarifications due
October 24, 2018	Proposals Due
October 31, 2018	Proposer Interviews (If Needed)
Week of November 5, 2018	Final Selection and Notice to Proceed

Proposal Process and Scope of Work Questions:

Proposers are encouraged to submit questions, preferably via email, regarding the RFP by Wednesday, October 10, 2018 prior to 5:00 p.m. These questions, along with the RTA's responses, will be forwarded to all known RFP recipients.

To:

Phil Moores
San Luis Obispo Regional Transit Authority
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4467 Voice
pmoores@slorta.org

SECTION II – INTRODUCTION & BACKGROUND

A. INTRODUCTION

The San Luis Obispo Regional Transit Authority (RTA) intends to retain a qualified and committed professional transportation planning firm or team of firms to prepare coordinated Joint Short Range Transit Plans for South County Transit (SoCo Transit) and the four general public Dial-A-Ride services operated by the RTA in Nipomo, Paso Robles, Shandon and Templeton. The Joint Plans planning horizon is from FY19-20 through FY26-27. The specific work requirements are detailed in SECTION III SCOPE OF WORK.

B. BACKGROUND

The RTA is a joint powers agency comprised of the Cities of San Luis Obispo, Morro Bay, Atascadero, Arroyo Grande, Paso Robles, Grover Beach, Pismo Beach and the County of San Luis Obispo. The RTA provides administrative oversight, dispatching and vehicle maintenance for South County Transit (SoCo Transit) fixed-route services. The RTA also directly operates general public Dial-A-Ride (DAR) programs in Nipomo, Shandon and Templeton on behalf of San Luis Obispo County Area Transit and in Paso Robles on behalf of the City of Paso Robles.

C. RTA RIGHTS

The RTA reserves the right to cancel this Request for Proposals (RFP) or postpone the date and time for submitting proposals at any time prior to the proposals due date. The RTA specially reserves the right to reject any or all proposals including, without limitation, nonconforming, nonresponsive, or conditional proposals, to investigate the responsibility of any Proposer, to reject any provisions in any proposal, to waive any informalities or non-material deviations in any proposal, to request new proposals, or to proceed to obtain the services otherwise. No Proposer shall have the right to make a claim against The RTA in the event the RTA accepts a proposal or does not accept any or all proposals.

SECTION III – SCOPE OF WORK

The primary objectives of the Joint Plans effort are as follows:

1. To assess the current and projected conditions (demographic, socioeconomic, land use and operating) in the study area.
2. To assess SoCo Transit and RTA-operated Dial-A-Ride services in light of existing goals, objectives and standards to determine appropriate and sustainable service levels.
3. To develop a financially constrained plan for the two services, in light of projected economic conditions and opportunities for coordination/consolidation (where warranted).
4. To identify and make recommendations for individual and joint service efficiencies, systems integration, and cost-sharing opportunities.

A Study Steering Committee will be assembled for this Joint Plans study effort, and it will be comprised of three staff persons from the RTA, as well as one SLOCOG staff person.

For the most part, Working Papers described below will be presented by RTA staff for advice and recommendations to SoCo Transit's Executive Committee, which serves as an advisory body to the SoCo Transit Board of Directors. The Executive Committee is comprised of the three City Managers from the cities of Arroyo Grande, Grover Beach and Pismo Beach; SLO County may also designate one representative to participate in discussions on Working Papers. RTA staff will also present the working papers for the Nipomo, Paso Robles, Shandon and Templeton Dial-A-Rides to appropriate officials. Where indicated, the Consultant will make presentations with assistance from RTA staff.

To encourage robust public participation beyond that required in the RTA's existing public participation policies, focused efforts will be undertaken at key points in the Joint Plans study process. At a minimum, three sets of public open house meetings will be conducted:

1. To consider and recommend acceptance of the Working Paper #1 (overview of existing systems),
2. To present and consider acceptance of Working Papers #4 through #6 (alternatives analyses).
3. To consider recommendation of the draft Joint Plans for acceptance by each agency's governing board.

Each set of meetings will be conducted in Nipomo, in Paso Robles, as well as in one of the SoCo Transit jurisdictions. The Consultant will provide a Spanish-speaking interpreter at all public meetings, and will translate any public notices into Spanish. These meetings will be preceded by enhanced public outreach efforts facilitated by the RTA to seek input from the transit riding and non-riding communities. In order to engage riders and other stakeholders further in this process, the RTA will include information about the projects on its website, as well as ongoing communications through emails and the RTA Facebook page. As appropriate, the RTA will use existing on-bus noticing systems (paper Rider Alerts and/or LCD screen notices) to provide periodic updates to riders.

A summary of the tasks for the Joint Plans are provided below:

1. Project administration
2. Confirm project goals and finalize scope of services and work plan / schedule
3. Overview of transit systems
4. Goals, objectives and standards applicable to each system
5. Service and System Evaluation
6. Service, capital, institutional and financial alternatives analyses
7. Administrative Draft Plans
8. Public Draft Plans
9. Final Plans

The sections below detail each task with related task deliverable information and responsible parties. All interim documents must be provided in MS Word and MS Excel to facilitate comments from the Joint Plans Steering Committee. In addition, all interim and final documents will be provided in PDF format to facilitate sharing with the public on the RTA and SLOCOG websites.

Task 1.0 Project Administration

The Joint Plans Project Manager is the RTA Operations Manager. The Project Manager will work closely with the RTA Grants Manager to administer the FTA Section 5307 grant that primarily funds this Joint Plans study.

Based on evaluation criteria spelled out in the RFP package, a select number of Steering Committee members will rank the submittals independently and then convene to discuss their findings and recommendations for final award by the RTA Board of Directors. If necessary, interviews will be conducted in San Luis Obispo.

The Consultant will submit to the Project Manager a written summary of the Joint Plans status with a complete itemization of charges on a monthly basis.

Task 1.0 Administer the Joint Plans Project	Deliverables	Lead Role(s)
RFP and Consultant Selection	Outreach to consultant networks; team selection; panel interviews; and final contract award by policy board	<i>Study Steering Committee and prospective consultant teams</i>
Monthly status report	Invoices and processing	<i>Consultant; Project Manager</i>

Task 2.0 Confirm Project Goals and Finalize Scope of Services and Work Plan

Kick off meeting with the RTA and selected Consultant(s) to negotiate final task budget and determine final schedule with milestones and deliverables.

Task 2.0 Plan Goals and Scope/Budget Adoption	Deliverables	Lead Role(s)
Kick off meeting	Meeting agenda and minutes; finalized budget and detailed project schedule	<i>Consultant</i>

Task 3.0 Overview of Transit Systems

Since October 2015, all SoCo Transit and Beach Trolley vehicles use GPS-based technologies provided by Connexionz, including Automatic Passenger Counters provided by UTA. This provides boarding and alighting data by route, run, hour, bus stop, etc., as well as on-time performance, passenger loading and other data. In addition, SoCo Transit vehicles use GFI electronic fareboxes. Finally, for the past six years, the DAR services have used RouteMatch for computerized dispatching. We expect the Consultant to creatively use this data to evaluate existing services and to assist in the development of service and financial alternatives.

The Consultant will work with the RTA to prepare an overview of the existing transit systems in the area, specifically:

1. Brief History
2. Governance
3. Organizational Structure (use graphic format)

4. Transit Services Provided and Areas Served – Describe fixed route, demand responsive, and connecting services and areas served, and the number of weekday peak vehicles required for each type of service.
 - a. Fixed Route Services, including local, regional, express & other services.
 - b. Demand Responsive Services, including services provided under partnership agreements, such as:
 - i. Runabout service, the complementary ADA paratransit services throughout SLO County,
 - ii. Five Cities Senior Shuttle services provided by Ventura Transit services (VTS), and
 - iii. Countywide Senior Shuttle services provided by Ride-On and VTS.
 - c. Connecting services provided by others in San Luis Obispo County and adjacent counties, including:
 - i. RTA Route 10 service between San Luis Obispo and Santa Maria,
 - ii. Santa Maria Area Transit,
 - iii. Ride-On Agricultural Workers Vans in northern Santa Barbara County, and
 - iv. Veteran’s transportation program run through the Veteran’s Administration and Ride-On.
5. Fare Structure – For fixed route and demand responsive services, and for inter-operator transfers.
6. Revenue Fleet – Provide a general description of the revenue vehicle fleet. Identify the non-revenue fleet separately. The description can be in narrative or graphic format, or a combination of both. (This description differs from the detailed inventory required under Task 6 of this document).
7. Existing Facilities – Describe individual or grouped facilities, including administrative, maintenance and fueling, vehicle storage, park & ride, and bicycle facilities.
8. Review of the status of Findings and Recommendations made in recent plans or studies. All of these plans and studies can be downloaded from www.slocog.org. These documents include:
 - a. 2016 RTA Short Range Transit Plan (RTA lead)
 - b. 2015 Ride-On Short Range Transit Plan Update (SLOCOG lead)

- c. 2014 Regional Transportation Plan (SLOCOG lead)
- d. 2014 US 101 Mobility Master Plan (SLOCOG/Caltrans lead)
- e. 2013 Park & Ride Lot Study (SLOCOG lead)
- f. 2012 Bus Rapid Transit Feasibility Study (SLOCOG lead)
- g. 2011 SoCo Transit Short Range Transit Plan (RTA lead)
- h. 2011 Nipomo Short Range Transit Plan (RTA lead)
- i. The last two sets of TDA triennial performance audits for each agency
- j. The last three sets of SLOCOG Unmet Transit Needs reports

Task 3.0 Overview of Transit Systems	Deliverables	Lead Role(s)
Overview of existing systems, highlighting changes made since the last Plans were adopted. Status of recommendations from other plans or studies	Working Paper #1: History, governance, service types, fare structures, capital assets	<i>Consultant, with input from the RTA and other stakeholders</i>

Task 4.0 Goals, Objectives and Standards

1. Taking into account recent triennial performance audits and any new findings, the process for establishing, reviewing, and updating goals, objectives, and standards will be outlined. Goals and objectives should be comprehensive and address all major areas of operator activities, including principles and guidelines under which new service would be implemented. Performance standards should be measurable, and should address both the efficiency and effectiveness of the services provided by the operator.
2. Once the Consultant has issued a draft product on recommended changes to the prior goals, objectives and standards, as well as recent performance in relation to the standards, the Study Steering Committee will meet to explore areas where new or revised goals/objectives might be desirable and feasible to achieve in the near or longer terms. The results of this meeting will be presented in public meetings by the Project Manager to the Executive Committee.
3. Portray and discuss new or revised goals and related objectives and standards; identify potential changes from prior SRTPs.

Task 4.0 Goals, Objectives and Standards	Deliverables	Lead Role(s)
Update each agency's mission statement as well as previous goals, objectives and standards, and look for possible common goals between the two systems	Working Paper #2: Matrices to compare prior goals, objectives and standards with newly recommended ones by system with supporting narrative	<i>Consultant</i>

Task 5.0 Service and System Evaluation

1. **Service Standards:** Evaluate route-level and system-wide performance against current service standards. Describe the evaluation process, including how the existing and robust ITS data should be used as part of the evaluation process. Evaluate the three most recent years for which complete data is available in order to determine any trends. At a minimum, evaluate performance measures relating to effectiveness and efficiency. Key performance measures should include passengers per revenue vehicle hour, passengers per revenue vehicle mile, overcrowding based on vehicle load factors, operating cost per revenue vehicle hour, operating subsidy per passenger-trip, farebox recovery ratio, average fare, subsidy per passenger-trip, and on-time performance. Some of this data will be readily available from the most recent TDA triennial performance audits and more recently from ITS data.
2. **Peer System Analysis:** Evaluate fixed route and DAR services using a list of candidate systems to access the performance relative to a group of similarly-sized transit systems. Present the analyses in three parts: describe the process to select the group, present the analysis of performance indicators, and discuss the results of the analysis.
3. **Demographic and Transit Standards Analysis:** Provide maps that spatially depict transit-oriented demographic and socioeconomic characteristics. Transit-oriented variables to be used for the analysis should include:
 - a. Population density
 - b. Density of the population under the age of 18
 - c. Density of the population over the age of 65
 - d. Percentage of the population with disabilities
 - e. Percentage of the population living below the poverty level
 - f. Percentage of zero-car and one-car households

Each of these variables has a strong correlation with transit success, and this data will be mapped by geographic unit and quantile classification to show where

demographic and socioeconomic variables lend themselves to potential transit success.

4. **Review of past service:** A retrospective portrayal of performance (e.g., prior five to ten years) may be warranted to exemplify trends, especially if deviations from service standards are found.
5. **Surveys:** Conduct passenger surveys of all SoCo Transit and DAR services during the month of March 2019. The surveys will be provided in English and Spanish, and will include an on-board attitudinal survey of passengers, as well as transfer activity. This data will be compared to real-time GPS-based passenger activity; all fixed buses have UTA automatic passenger counters, and on-time performance data is available through the on-board Connexionz system. In addition, this data will be compared to origin-destination information provided from the RouteMatch software program for DAR services for two typical months (usually, March and October).
6. **Stakeholder Meetings:** Conduct stakeholder meetings and vehicle operator Drop-In sessions.
7. **Recap of Miles, Hours & Ridership:** Provide a three-year retrospective of revenue service hours, revenue service miles, and ridership by Route and Service Type. Evaluate and discuss trends.
8. **TDA Performance Audits:** Provide the dates of the agencies' two most recent TDA Performance Audits, and describe related remedial actions undertaken or currently underway in response to those audits.

Task 5.0 Service and System Evaluation	Deliverable	Lead Role(s)
Evaluation of current services and summaries at system level	Working Paper #3: Comprehensive analysis of quantitative and qualitative performance trends for both agencies by service type; tabulation and graphic illustration of survey responses with comparison to the most recent surveys applicable to each service. Working Papers #1-3 will be presented in Public Meetings #1.	<i>Consultant, with input from the Steering Committee and the public</i>

Task 6.0 Development of Service, Capital, Institutional and Financial Alternatives

The Consultant will first develop a series of service alternatives that could be considered for possible implementation, including the Status Quo alternative. Each service alternative (or group of related alternatives, as appropriate) will be presented in terms of its marginal impact to the number of daily and annual service hours operated, service miles operated, estimated ridership impact, and any necessary changes to the peak number of vehicles needed. A summary table will provide a “snapshot” look at each service alternative (or group, as appropriate), as well as color maps showing any route changes for each alternative and any resulting changes to the schedule tables. This planning exercise will be summarized in Working Paper #4.

Working Paper #5 will present capital alternatives that could be considered over the plan period. These include fleet alternatives (vehicle size/configuration, fuel type, etc.), facility alternatives (bus barn, passenger facilities, bus stop amenities, etc.), and infrastructure (specialized vehicle maintenance equipment, computers/servers, enhanced ITS equipment, security camera equipment, etc.). The analysis will consider both the upfront cost of procuring each piece of equipment and the expected economically useful life, as well as life-cycle costs of each piece of equipment.

Working Paper #6 will focus on two elements: institutional alternatives, and financial alternatives. Institutional alternatives would include marketing plan alternatives, as well as any potential changes to oversight of and/or reporting relationships for the various services operated and/or administered by the RTA. Financial alternatives will include an analysis of existing fare programs and any potential changes, possible new funding sources, and/or cost-sharing arrangements between the RTA and SoCo Transit, SLOCAT and the City of Paso Robles.

Task 6.0 Service, Capital, Institutional and Financial Alternatives	Deliverables	Lead Role(s)
Alternatives Analysis	Working Papers #4 through #6: Detailed description of existing services and recommended changes to reasonably meet future demand in the study area. This information will be presented in Public Meetings #2.	<i>Consultant, using input from the Steering Committee and the public</i>

Task 7.0: Administrative Draft Plans

In the Administrative Draft Plans, the Consultant will demonstrate that the planned level of transit service over the 7-year planning period, including rehabilitation and replacement of capital assets, is sustainable. The Administrative Draft Plans will be based on Working Papers 1-6 as described in Tasks 1-6 above. Two separate documents will be provided, as well as a stand-alone Executive Summary document: one for SoCo Transit and another for the DAR services.

The Administrative Draft Plans will take into consideration the following:

1. Expense forecasts with appropriate inflation rates.
2. Federal, State, Regional and Local revenue projections consistent with the 2018 Update to the Regional Transportation Plan financial assumptions.
3. Labor or service agreements.
4. Competitive demands on funding, and with a close look at SLOCOG regional priorities as well as FTA formula fund allocation policies.

The budget (structured into three separate sections: one SoCo Transit budget, one for Paso DAR and one SLOCAT budget using similar formats) should reflect a “baseline” level of service, taking into consideration the existing levels of service at the time of publication of the Joint Plans. Recommended service changes must also be defined, with their expenses and revenues separately identified in the operating and capital financial plan tables/charts.

The narrative must specifically explain, and spreadsheets clearly isolate in the appropriate year, by mode, any major change in service hours and miles due to deployment of new service or major service reductions.

The narrative must specifically explain, and the spreadsheet clearly isolate by year (e.g., through individual line items) the following:

1. Change in fare revenue due to a fare increase or decrease.
2. Change in fare revenue due to a change in the level of service.
3. Change in expenses due to a change in the level of service.
4. Change in expenses due to a labor or service contract change.

All assumptions that relate to expenditure and revenue estimates must also be documented.

1. The operations budget must be sustainable and balanced each year over the 7-year period.
2. Where increases in local revenues (e.g., fares, sales taxes, general fund revenues) are required in order to sustain existing service levels, describe and discuss the steps and timelines needed to achieve the revenue increases, and the contingent policies and actions that will be taken if the proposed revenue increases do not materialize.
3. If applicable, discuss the use of FTA Section 5307, 5310, 5311, 5311f and 5339 funding under the current FAST Act legislation. Anticipated CMAQ funds will also be presented. The Consultant will provide a description of post-FAST Act assumptions.
4. Separately identify and describe funding contributions (expended or received) for services provided in partnership with other transportation providers in the county, as well as with educational institutions or other social services partners in the public or private sectors.
5. The multi-year operating budget shall utilize SLOCOG 2018 RTP 20-year projections of regional operating revenues.

Describe and discuss the capital programs (vehicles, facilities and equipment) required to carry out the operations and services set forth in the operating plan and budget under Task 6. Include analysis and recommendation for vehicle, facility, and bus stop safety and security equipment, and improvements as part of the program. The Capital Improvement Programs (CIP) should provide the basis for requests for Federal, state and regional funding for fleet and other related capital replacements, rehabilitation, and/or expansion projects.

1. Basis for Revenue Vehicle Projects and/or Proposals, for Replacement, Rehabilitation, and Expansion.
 - a. Describe and discuss policies (or basis), and justification for vehicle replacement.
 - b. Describe and discuss policies (or basis), and justification for rehabilitation and/or retrofit.
 - c. Describe and discuss policies (or basis), and justification for proposed fleet expansion (or contraction).
 - d. Current and future Revenue Vehicle Fleet Inventory:

- i. Vehicle Replacement: Identify replacement projects individually in table format, showing the number of replacement vehicles to be placed in service per year over the seven year planning horizon.
 - ii. Vehicle Rehabilitation (if applicable).
 - iii. Vehicle Expansion (if applicable).
- e. Summary of Revenue Vehicle Fleet Inventory: provide a narrative summary of the vehicle procurement efforts over the seven year planning horizon.
2. Basis for Non-Revenue Vehicle Projects: Replacement, Rehabilitation, and Expansion or Contraction: Discuss replacement, and/or expansion or contraction of non-revenue vehicle fleet.
 3. Basis for Major Facilities Replacement, Rehabilitation, Upgrade, and Expansion Projects of the types listed below. Identify the locations of potential new or expanded facilities to the extent possible. Provide project budget, including costs, sources of funds and amounts from each source, identifying funds that have been programmed, allocated or received, and funds that have not been secured. Separately describe security projects. Specify if replacement and rehabilitation of facilities and equipment results in an asset that differs from the existing asset, and how it differs. Include locations for Administrative, Operations and Maintenance, Fueling facilities, Vehicle storage and staging, transit centers and major bus stops, and bicycle facilities.
 4. Basis for Major Equipment Replacement and/or Upgrade. Discuss current and/or proposed projects. Combine projects into a lump sum and indicate costs, sources of funds and amounts.

Task 7.0 Administrative Draft Plans	Deliverables	Lead Role(s)
Administrative Draft Plans for SoCo Transit and DAR services	Administrative Draft Plan: Detailed summary of existing capital assets, current and future capital shortcomings, and recommended replacement or expansion schedules provided in electronic format.	<i>Consultant, using input from the Steering Committee and Executive Committee</i>

Task 8.0 Public Draft Plans

1. Develop and submit the Public Draft Plans based on Working Papers 1-6 identified in Tasks 2-7 for review to the RTA and SLOCOG..
2. Incorporate any suggested edits and changes suggested by Study Steering Committee on the Administrative Draft Plans during two separate presentations to the RTA and SoCo Transit Boards of Directors. These presentations will be formal Public Meetings for the Draft Joint Plans.
3. Consultant to issue a minimum of six bound hard copies with appendices material in separate binder, in addition to a total of two CDs, for the SoCo Transit and DAR plans.

Task 8.0 Draft Joint Plan	Deliverables	Lead Role(s)
Draft Joint Plans, incorporating previous work products and comments from Steering Committee	Draft Joint Plans in paper and electronic formats, which will be presented at Public Meetings	<i>RTA and Consultant</i>

Task 9.0 Final Plans

1. After incorporate any suggested edits and changes suggested during final presentations to the RTA and SoCo Transit Boards of Directors in the final Joint Plans to the Project Manager.
2. Consultant to issue a minimum of six bound hard copies of each SRTP document with appendices material in separate binder, in addition to a total of two CDs that contain all pertinent materials related to the SoCo Transit and DAR SRTP documents.

Task 9.0 Final Joint Plans	Deliverables	Lead Role(s)
Final Joint Plans for SoCo Transit and the DAR in formal Public Meetings	Submit final plans to Steering Committee and decision-making Boards for review, incorporate comments and submit final report.	<i>RTA and Consultant</i>

SECTION IV – GENERAL INFORMATION

A. GENERAL INSTRUCTIONS

1. In submitting a proposal, Proposers must comply with the performance criteria as set forth in the following instructions. All proposals will be reviewed thoroughly prior to any selection to determine if proposers have met all criteria in these proposal conditions. It is essential that proposers read each of the sections carefully and take action where necessary.
2. Where the word “RTA” is used in these instructions, reference is made to the San Luis Obispo Regional Transit Authority. The words “offer”, “contract proposal”, and “proposal” are synonymous, and it is understood that once the RTA accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this Request for Proposals (RFP) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A Joint Plans Evaluation Committee will review and screen proposals. Proposers submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFP.
4. The RTA may consider proposals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. The RTA reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFP. The RTA reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

B. LIMITATIONS

This Request for Proposal does not commit the RTA to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFP, or procure or contract for services. The RTA reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified sources, or to cancel in part or in its entirety

this RFP if it is in the best interests of the RTA. The contents of the proposal submitted by a proposer may become a contractual obligation if a contract ensues.

C. PROTESTS

In the event a bidder or proposer desires to protest a bid, proposal or an award, the following procedure shall be used.

San Luis Obispo Regional Transit Authority has the Authority to resolve protested solicitations and awards.

1. Right to Protest. Any bidder who objects to the award of contract may protest to the Executive Director prior to the bid award.
2. Authority to Resolve Protests. The Executive Director shall have authority, prior to award, to settle and resolve a protest.
3. Decision Process. If the protest is not resolved by mutual agreement, the Executive Director shall issue a decision in writing, stating the decision and facts supporting the decision and informing the protestant of its right to appeal the decision in accordance with the RTA Purchasing Policy. A copy of the decision shall be mailed or otherwise furnished to the protesting bidder. A decision under this procedure shall be final except that the Executive Director's final decision may be appealed to the Federal Transit Administration (FTA) as referenced in FTA Circular 4220.1F.
4. Proposers shall be made aware of the Federal Transit Administration (FTA) protest procedures referenced in FTA Circular 4220.1F. If Federal funding is involved, FTA will review protests from a third party only when a grantee does not have a written protest procedure or fails to follow its procedures.
5. An appeal to FTA must be received by the cognizant FTA regional or headquarters office within five working days of the date the protester knew or should have known of the violation.
6. A procurement protest log shall be maintained. The log shall indicate key protest dates action taken. Each protest shall be filled with the response letter and any correspondence attached.

D. DEVIATIONS

Proposers will provide the RTA with any suggested deviations to the Agreement and Conditions, and the Scope of Services. If deviations exist, negotiations on specific items will precede any award or contract. Deviations must be submitted at the time of response to the proposal.

E. PROPOSER STATUS

1. All firms doing business with the RTA shall be in compliance with the Federal requirements included in Attachment Two – Federally Required Contract Clauses.
2. All firms doing business with the RTA shall be in compliance with the RTA's insurance requirements, and agree to the professional services agreement Section 4. Indemnity, unmodified.

F. DISADVANTAGED BUSINESS ENTERPRISES

1. The RTA's Disadvantaged Business Enterprise policy authorizes the implementation of a Disadvantaged Business Enterprise Program with the Department of Transportation, United States of America, for all grant applications under the Federal Transit Act, as amended. It is the policy of the RTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to the Agreement.
2. The RTA and its Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the Agreement. In this regard, all recipients or Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The RTA and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Any questions about DBE participation or good faith efforts should be directed to Tania Arnold, Chief Financial Officer/Director of Administration, at tarnold@slorta.org. The RTA recommends proposers address DBE participation or its good faith effort at least two weeks prior to RFP closing.

G. FEDERAL REGULATIONS CONFORMANCE

Contractor is bound by the same terms and conditions of applicable federal regulations that are imposed on RTA for proper administration of this project.

H. PROPOSER RESPONSIBILITY

1. Should Proposer find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Proposers of such discrepancy, if any, and of any changes.
2. The Proposer is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. The RTA reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Proposer will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

I. THE AGREEMENT

The Agreement, along with the Insurance Requirements for Consultants and Additional Contract Conditions, the Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful proposer will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non responsiveness.

J. DEBARMENT CERTIFICATION

The Proposer shall certify that it is not included in the U.S. General Service Administration's list of ineligible Contractors.

SECTION V – FORMAT OF PROPOSALS

Proposer should submit four printed and one digital copy of its proposal in the format outlined below. This format will assist the RTA in evaluating the proposals. The package should clearly reflect this RFP name, the contents of the package, and the firm's name and information in the following order:

A. INTRODUCTION

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s) and phone number(s) of the key personnel for the proposer for all products and services that are proposed.
2. Table of Contents should include a clear identification of the material by section and page number.

B. PROFILE OF THE FIRM

1. Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFP. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.
2. To evaluate the proposer's financial capacity the proposer must submit a copy of the company's year-end audited financial statements for 2015, 2016 and 2017. The company should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability. Alternately submission of the two most recent completed tax returns may be submitted as acceptable documentation concerning the proposer's financial capacity.
3. Provide a list of at least three current customers that have acquired and installed the same or similar products or services as those being proposed for the RTA.

C. PROJECT APPROACH

Summarize your approach and understanding of the project and any special considerations of which the RTA should be aware. Indicate clearly the levels of participation you will expect from the RTA staff in the fulfillment of the contract.

The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the Joint Plans project.

The proposer shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. This description must indicate:

1. Tasks proposed to be completed to meet project objectives.
2. Proposed work products for each task.
3. Proposed meetings with staff, advisory bodies, etc.
4. The time required to initiate and complete each task.
5. Allocation of cost by task.
6. An estimate of the time required from the Notice to Proceed through project completion.
7. Samples of graphic layouts representative of those to be included in this project.

Exceptions to the requirements of the RFP should be clearly delineated in this section.

In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

The information in this section will aid the RTA in the refinement of the scope of work during contract negotiations.

D. STAFF QUALIFICATIONS AND RELATED EXPERIENCE

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract.

Note: Consultant may not substitute any member of the project team without prior written approval of the RTA.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the RTA.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide references in Attachment B for the four (4) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

1. Brief description and type of study (SRTP, COA, etc.)
2. Name of agency and study location
3. Name of agency contact person and telephone number
4. Your firm's specific involvement (i.e., primary consultant, sub-consultant, etc.)
5. The actual cost vs. cost estimate
6. Status of completion

E. ADDITIONAL DATA

Proposer shall as part of their proposal affirm that they have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. The proposer shall also affirm that they have read and agree to indemnity language in the Agreement. Proposer agrees to furnish the RTA with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

F. COST PROPOSAL

Proposals that are submitted in response to this RFP should include a "cost proposal" of what the proposer would charge to provide the services requested. As shown in Attachment A, pricing shall include all travel time and expenses. All proposals must note that all costs within the scope of the proposal will be performed on a billed as incurred, "not to exceed" basis. The cost proposal should be presented in an hourly rate and number of hours for each task plus expenses with a guaranteed "not to exceed" amount for each work section. The cost proposal must be detailed by task, by hours on-site, hours off-site, and who is performing each task. A detailed estimate of other expenses such as airline tickets, hotels, etc., must also be included. The number of on-site visits and their

lengths of time for each shall also be included in the cost proposal with appropriate costs detailed by hourly rate and number of hours required. All expenses presented for payment shall have invoices and/or proper documentation.

The proposal should be completed on the forms provided. Additional documentation providing greater detail may be provided by the proposer.

SECTION VI – CONSULTANT SELECTION PROCESS

A. SUBMITTAL DEADLINE

Only those proposals received by the submittal deadline on or before **October 24, 2018**, 5:00 p.m. (PST) will be evaluated by the Joint Plans Selection Committee.

B. RESPONSIVENESS CRITERIA

1. Submittal meets the RTA deadline.
2. Organization of proposal. Proposals submitted as required in the “Format of Proposals”, Section V.
3. Completeness of proposal. All required forms, questionnaires and information are complete, signed and dated.

C. EVALUATION CRITERIA

The RTA intends to use a Best Value method to determine which proposal is most advantageous to the agency’s goals. Technical and financial merit will be evaluated simultaneously by separate panels, which may consist of the same personnel. The panels’ scores will be combined on the following criteria, noting that scores may be fractions and that ratings will be scaled so that the best proposal in each element will receive the maximum points for that element.

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretion of the RTA. The process for selection shall occur in the following sequence:

1. Review Proposals
2. Establish a “short list” of three or more firms
3. Interview “short-listed” firms (at the option and discretion of the RTA)
4. Identify best qualified firm
5. Determine which, if any, alternates will be selected, and negotiate a fee
6. Award contract

A project Selection Committee has been formed to evaluate the proposals and to make recommendation to the RTA Board. This committee consists of representatives from both the RTA and SLOCOG. Names of the Selection Committee members will not be released prior to the time of interviews.

The Selection Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The RTA does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

The Selection Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the RTA choose to conduct interviews with short-listed firms.

Criteria	As Demonstrated By:	Weight of Criteria
Merit of Proposal/Presentation	<ul style="list-style-type: none"> • Proposal, thoroughness and approach • Demonstrated understanding of project and requirements 	35
Firm Qualifications and Expertise	<ul style="list-style-type: none"> • Staff qualifications • Adequacy of staff to perform the work 	30
Record of Past Performance	<ul style="list-style-type: none"> • References • Ability to work effectively with the RTA, SLOCOG, other public agencies and the public • Demonstrated ability to complete work tasks within project timelines and project budgets 	25
Fees	<ul style="list-style-type: none"> • Reasonableness of costs 	10

Prior to the award of contract, the RTA must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services call for under this contract. If, during the evaluation process, the RTA is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the RTA has the option of requesting from the proposer, any information that the RTA deems necessary to determine the proposer's capabilities. If such

information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

The successful firm will be required to execute a service agreement with the RTA. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in RTA contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the RTA and without notice to consultant prior to award of contract. The RTA does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

RFP CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this request for proposal.

Write "yes" on the blank space if you have included those items for submittal of your RFP:

- _____ Cost Proposal (Attachment A)
- _____ Contractor's Relative Experience/Reference Form (Attachment B)
- _____ Contractor's Designated Contact List (Attachment C)
- _____ Receipt of Addenda Form (if issued)
- _____ Technical Information Relative to RFP
- _____ Confirmation of agreement to Insurance requirements as outlined in (Attachment One)

ATTACHMENT A COST PROPOSAL

Proposers must submit a cost proposal in a separate envelope clearly marked with the firm's name and the words "Cost Proposal". Below is a graphic representation of the format that the RTA requires; this cost proposal file is available upon request in MS Excel format.

Attachment A										
Cost Proposal										
Firm Name: _____										
Task #	Description	Role:	Personnel & Hourly Rates						Total Hours	Total Costs
			Principal-in-Charge	Project Manager	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate		
1.0	Administer the Joint Plans Project								0	\$0
2.0	Confirm Project Goals & Finalize Scope of Services and Work Plan								0	\$0
3.0	Overview of Transit Systems								0	\$0
4.0	Goals, Objectives and Standards								0	\$0
5.0	Service and System Evaluation								0	\$0
6.0	Operations Plans and Budgets								0	\$0
7.0	Capital Improvement Programs								0	\$0
8.0	Analyze Joint Coordination among RTA and SLO Transit								0	\$0
9.0	Draft Joint Plans								0	\$0
10.0	Final Joint Plans								0	\$0
Total Hours			0	0	0	0	0	0	0	
Total Personnel Cost			\$0	\$0	\$0	\$0	\$0	\$0		\$0
Additional Expenses:										
Travel										
Printing/Copy Costs										
Phone/Postage/Delivery Costs										
									Subtotal: Other Expenses	\$0
Personnel										\$0
									Total Cost	\$0

The cost proposal must include the printed name, title, phone number, physical address, email address, and signature of the proposer's authorized representative.

**ATTACHMENT B
REFERENCES**

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Project Description: _____
Contract Amount: _____
Contract Execution & End: _____ through _____
Transit Agency and Location: _____
Contact Name & Telephone Number: _____

2. Project Description: _____
Contract Amount: _____
Contract Execution & End: _____ through _____
Transit Agency and Location: _____
Contact Name & Telephone Number: _____

3. Project Description: _____
Contract Amount: _____
Contract Execution & End: _____ through _____
Transit Agency and Location: _____
Contact Name & Telephone Number: _____

3. Project Description: _____
Contract Amount: _____
Contract Execution & End: _____ through _____
Transit Agency and Location: _____
Contact Name & Telephone Number: _____

NOTE: It is important that this sheet be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

**ATTACHMENT C
DESIGNATED CONTACTSLIST**

Proposers are required to indicate in the space provided below the designated contact individual's name and contact information:

SAN LUIS OBISPO RTA

PROPOSER

Phil Moores
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4467
pmoores@slorta.org

ATTACHMENT D

**SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH _____**

AGREEMENT NUMBER _____

This "Agreement" is made as of this day of _____, 2015, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser"), and " _____, ("Contractor").

RECITALS

A. The RTA desires to retain a qualified and committed professional transportation planning firm or team of firms to prepare the Coordinated RTA and DARs Short Range Transit Plans.

B. The RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to the RTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to the RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, the RTA and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to the RTA the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. The RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to the RTA which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall the RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of _____. The RTA's Chief Financial Officer is authorized to pay all proper claims from Charge Number _____.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of the RTA for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow the RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits,

actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the RTA.

5. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the RTA, in the RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. TERMINATION

- a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.
- b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been

installed, Contractor shall provide a working installation and configuration of the AVL system to the RTA within Thirty (30) days of the termination date.

- c. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to RTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

RTA Representative:

Phil Moores
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4467
pmoores@slorta.org

Contractor Representative:

9. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor’s employees, shall not be considered agents or employees of the RTA. Neither Contractor nor Contractor’s employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as

otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

The RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. The RTA may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The RTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally

includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a "Contractor" under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "Contractors," and (2) Cause these individuals to file with the RTA's Representative the "assuming office" statements of economic interests required by the RTA's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the RTA's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

f. Waiver of Rights. Neither the RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for the RTA hereunder shall be and remain the property of the RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for the RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. Dispute resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Project Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Project Manager shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Executive Director, with a copy to the Project Manager. The determination of such appeal by the RTA Executive Director shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Board of Directors per RTA code. The decision of the RTA Board shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute

hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Project Manager's decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

14. ACCESSIBILITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all the RTA telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the RTA that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature. Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

_____ Individual/Sole Proprietor

_____ Partnership

_____ Corporation

_____ Limited Liability Company

_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: _____

Geoff Straw
RTA Executive Director

APPROVED AS TO FORM:

RTA Counsel

ATTEST:

RTA Clerk

Attachments:

- Attachment One - Insurance Requirements
- Attachment Two – Federally Required Contract Clauses
- Exhibit A - Scope of Services
- San Luis Obispo Regional Transit Authority Request for Proposal
- Contractor’s Proposal
- Supplemental Questions/Clarifications
- Contractor’s Response to Supplemental Questions/Clarifications
- Contractor’s Best and Final Offer

ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT TWO FEDERALLY REQUIRED CONTRACT CLAUSES

1. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS – This Section Does Not Apply

3. CHARTER AND SCHOOL BUS REQUIREMENTS – This Section Does Not Apply

4. CARGO PREFERENCE REQUIREMENTS – This Section Does Not Apply

5. SEISMIC SAFETY REQUIREMENTS – This Section Does Not Apply

6. ENERGY CONSERVATION REQUIREMENTS

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

7. CLEAN WATER REQUIREMENTS

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et *seq.* The Contractor 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.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING – This Section Does Not Apply

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS – This Section Does Not Apply

10. LOBBYING

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

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

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
II <u>Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

12. FEDERAL CHANGES

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

13. BONDING REQUIREMENTS – This Section Does Not Apply

14. CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the 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.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

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

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACT – This Section Does Not Apply

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – This Section Does Not Apply

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be

subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION – See Section 7 of Professional Services Agreement

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

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

The certification in this clause is a material representation of fact relied upon by the San Luis Obispo Regional Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the San Luis Obispo Regional Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT – This Section Does Not Apply

24. CIVIL RIGHTS REQUIREMENTS

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed,

national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

25. BREACHES AND DISPUTE RESOLUTION – This Section Does Not Apply

26. PATENT AND RIGHTS IN DATA – This Section Does Not Apply

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – This Section Does Not Apply

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4 %. A separate contract goal has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a

material breach of this contract, which may result in the termination of this contract or such other remedy as the San Luis Obispo Regional Transit Authority deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the San Luis Obispo Regional Transit Authority. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

d. The Contractor must promptly notify the San Luis Obispo Regional Transit Authority whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the San Luis Obispo Regional Transit Authority.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any San Luis Obispo Regional Transit Authority requests which would cause the San Luis Obispo Regional Transit Authority to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING – This Section Does Not Apply