



REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT SERVICES

for the

RTA BUS MAINTENANCE FACILITY

RFP No. 19-03 Release Date

September 23, 2019

Submittal Due Date

October 18, 2019, 2019 at or before 4:00 pm (PST)

Three printed copies and one digital copy of your firm's submittal should be submitted to the attention of the undersigned; see page 16 for details.

Mail completed submittals to:

Geoff Straw, Project Manager
San Luis Obispo Regional Transit Authority,
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4465
gstraw@slorta.org

Questions regarding the solicitation process and the scope of work should be directed to Geoff Straw at (805) 781-4465. All questions should be submitted in writing by mail, e-mail no later than 4:00 p.m. on Wednesday, October 9, 2019. These questions, along with their answers, will be forwarded to all known RFP recipients by 5:00 p.m. on Friday, October 11, 2019.

Table of Contents

SECTION I – SUBMITTAL SCHEDULE2

SECTION II – INTRODUCTION & BACKGROUND.....3

SECTION III – SCOPE OF WORK.....5

SECTION IV – GENERAL INFORMATION12

SECTION V – FORMAT OF SUBMITTALS.....16

SECTION VI – CONTRACTOR SELECTION PROCESS.....24

RFP CHECKLIST FORM.....26

ATTACHMENT A – RESTRICTIONS ON LOBBYING FORM27

ATTACHMENT B – DESIGNATED CONTACTS LIST28

ATTACHMENT C – SAMPLE PROFESSIONAL SERVICES AGREEMENT29

ATTACHMENT ONE – INSURANCE REQUIREMENTS37

ATTACHMENT TWO – FEDERALLY REQUIRED CONTRACT CLAUSES.....39

SECTION I – PROCUREMENT SCHEDULE

September 23, 2019	Publish RFP
October 8, 2019 at 9:00 a.m.	Non-mandatory pre-submittal meeting in RTA Upstairs Conference Room, located at 179 Cross Street, San Luis Obispo, CA 93401
October 9, 2019 by 4:00 p.m.	Deadline for submission of questions/clarifications
October 11, 2019 by 5:00 p.m.	Answers to questions posted on RTA website and emailed to all known prospective proposers.
October 18, 2019 by 4:00 p.m.	Submittals due and names of submitters announced in RTA Upstairs Conference Room
Week of October 28, 2019	Vendor oral interviews (If Needed)
Week of November 4, 2019	Final Selection and Notice to Proceed

Procurement Process and Scope of Work Questions:

All procurement documents will be posted on the RTA website. Vendors are encouraged to submit questions/requests for clarification via email regarding the RFP by Wednesday, October 9, 2019 prior to 4:00 p.m. These questions, along with the RTA's responses, will be forwarded to all known RFP recipients and posted on our website by 5:00 p.m. on Friday, October 11, 2019.

To:

Geoff Straw
San Luis Obispo Regional Transit Authority
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4465 Voice
gstraw@slorta.org

SECTION II – INTRODUCTION & BACKGROUND

A. INTRODUCTION

The San Luis Obispo Regional Transit Authority (RTA) is soliciting statements of qualifications to furnish Owner's Representative / Construction Management Services (CM) for the RTA's planned new Bus Maintenance Facility (BMF). The RTA intends to negotiate with the highest-ranked proposer based upon expertise, qualifications, and costs; if negotiations cannot be concluded with the highest-ranked proposer, then the RTA will begin negotiations with the next-highest ranked proposer, and so on. This project is partially funded with Federal Transit Administration funds, so any agreement resulting from this CM procurement must meet all Federal requirements.

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 regional fixed routes along primary roadway corridors throughout San Luis Obispo County, and the RTA's sister agency (South County Transit) operates local fixed routes in the Five Cities Area. In addition, the RTA operates Runabout, which is the ADA complementary paratransit provider for all fixed route providers in the County. Finally, the RTA provides local fixed route and dial-a-ride services under contract to the City of Paso Robles. The project will accommodate all administrative, operations and maintenance needs for all public transit services listed above.

Any contract resulting from this procurement is subject to financial assistance contract between the RTA and the United States Department of Transportation and the California Department of Transportation.

The Owner is seeking the services of a qualified Construction Management firm for a new construction project. The project currently consists of two buildings: a 29,500 gross sf Main Building (includes about 3,000 sf of mezzanines) and a 3,500 gross sf Wash Building. Both buildings are one story, construction type V-B (unprotected steel and masonry) buildings in San Luis Obispo, California, with a project budget of \$25 million based on the 90% cost estimate. The facility is expected to be comprised of about 13,400 square feet of office space and related public transit operations areas, and about 21,400 square feet of vehicle maintenance space, (repair areas, storage, fueling, vehicle washing, etc.). The total developed site area will be about 4.14 acres consisting of fleet and employee parking, landscaping, stormwater retention, driveways, etc. The project will also include construction of the RTA's portion of a realigned Elks Lane roadway, and accompanying stormwater and other improvements.

The BMF project was approved by the City of San Luis Obispo Planning Commission on July 24, 2019, and construction documents are planned to be submitted to the Community Development Department in October 2019. Construction is anticipated to begin in late spring

2020 and final occupancy by January 31, 2022. Project documents available for review at www.slorta.org/about-rta/agency-reports include the April 17, 2019 *RTA Bus OMF Programming Plan* prepared by Stantec Architecture, Inc. and the July 20, 2017 *Initial Study / Mitigated Negative Declaration* document (as amended on July 24, 2019).

C. PURPOSE

Construction management is a professional service that provides a project's Owner with effective management of the project's schedule, cost, quality, safety, scope, and function. These principles are echoed in the March 2016 update of the Federal Transit Administration's *Project and Construction Management Guidelines* document, which also incorporates the RTA's responsibilities under the FAST Act as it relates to capital project oversight.

The Construction Manager (CM) will be involved throughout the project from the final design currently underway (contracted with Stantec Architecture, Inc.) through the warranty phase, including close coordination with the RTA's commissioning agent (contracted with 3C Engineering).

D. RTA RIGHTS

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

E. CONSTRAINTS

A Contractor awarded any RTA design contract cannot be awarded an Owner's Representative / Construction Management Task Order under the basic contract from this RFQ for the same construction project.

SECTION III – SCOPE OF SERVICES

1.1 RTA’s Responsibility

The RTA has appointed the Executive Director as the responsible agent for moving the project from conception to completion. In this role, the Executive Director will:

- Serve as the single point of contact for critical interfaces and directions;
- Be empowered to make decisions and take action;
- Be responsive to emergency or rapidly changing conditions;
- Perform progress reviews, quality assurance, and related actions;
- Track and be responsible for deliverables;
- Interface with external agencies;
- Function as a single point-of-contact with FTA officials; and
- Be responsible for project accomplishment.

1.2 Construction Manager’s Responsibility

The CM is responsible for project construction and certain equipment and material procurement administration from the date of the CM contract to the final turnover to the RTA’s Operations and Maintenance (O&M) personnel. Where responsibilities for related activities are under the control of other jurisdictions, the CM is responsible for integration and coordination of those activities.

Prior to construction contract award, the CM is responsible for verification that the contract milestones are compatible with the Integrated Master Project Schedule (IMPS), special construction requirements, and constructability reviews. The CM will also assist the RTA with finalization of front-end procurement documents and selection of the construction contractor. During construction, the CM is responsible for monitoring and documenting contract compliance with the drawings, specifications, and other requirements including construction warranties, contract documentation and as-built record, affirmative action and EEO, DBE participation, and contract close-out. Additionally, the CM is responsible for overseeing contract administration procedures and construction safety and security. The CM provides construction management personnel to supplement the grantee’s CM organization.

1.3 CM’s Resident Engineer

A minimum of one qualified Resident Engineer (RE) will be assigned by the CM. The RE will assume responsibility for administration of the contract once award is made. The RE is the RTA’s primary field representative, and is the construction contractor’s single point of contact. The RE receives all submittals, requests for information (RFI), correspondence, and change order requests. The RE ensures that the work is constructed in accordance with the requirements of the drawings and specifications throughout the project up to and including final inspection, testing and close-out.

Work to be done under any construction contract will not be considered complete until it has passed a final inspection by the RE, the Commissioning Agent (3C Engineering, as appropriate), and the RTA. The construction contractor must carry out the instructions of the RE insofar as they concern the work to be done under the contract within the RE's limit of authorization. The RE has the authority to direct that unacceptable work be halted and removed and replaced at the contractor's expense.

Approval by the RE signifies favorable opinion and qualified consent. It does not carry with it certification, assurance of completeness or quality, or accuracy concerning details, dimensions, or quantities. The RE's approval will not relieve the construction contractor from responsibilities for error, improper fabrication, and non-compliance to a requirement, or for deficiencies within the contractor's control.

1.4 CM Technical Requirements

The proposer should have the organizational, human and technical resources in-house to perform the tasks listed above in an expeditious and economical manner consistent with the interests of the RTA. Subcontracting of specialty consultants may be permitted only with prior written authorization by the RTA for an individual Task Order. The RTA will reimburse the CM for the direct subcontractor costs as evidenced by original invoices plus the mutually agreed mark-up percentage.

By submitting its proposal, the proposer is certifying that neither the company nor any of its employees have a conflict of interest with any of the organizations or personnel of the Design Team led by Stantec Architecture and/or the RTA. Prior to the CM gaining access to proprietary information from other companies in performing the services for the RTA BMF project, the CM must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary, and, refrain from using the information for any purpose other than for which it was furnished to the RTA. Prior to beginning work on the BMF project, the CM and its personnel may be required to complete and abide by confidentiality and non-disclosure agreements.

1.5 Mandatory Legal Requirements:

The proposer shall be properly licensed and authorized to perform work in the State of California. The awarded CM at its own cost shall furnish and maintain in good conditions all necessary personal protective safety equipment as required for the type of work in accord with latest Occupational Safety and Health Administration (OSHA), the California Division of Occupational Safety and Health (Cal/OSHA) and Environmental Protection Agency (EPA) rules and regulations plus those in effect by the using agency governing the work to be done.

1.6 Quality Assurance / Quality Control

Toward the end of the Final Design phase, the CM will develop a Quality Program plan, working closely with the RTA, the Commissioning Agent (3C Engineering) and the Designer (Stantec Architecture). In the Construction phase, the objective of the Quality Program will be to verify that equipment and materials installed, as well as work performed, comply in all respects with the contract specifications. As such, the Quality Program must provide an effective means to ensure that:

- Selected equipment is tested throughout development, manufacture, and installation to verify that it functions as specified. Test equipment will be properly calibrated.
- Work processes are controlled to ensure that work is done in the appropriate sequence, that the production and installation processes that directly affect quality are performed under controlled conditions, and that special processes that cannot be verified by subsequent inspection and testing of the product are appropriately monitored.
- Early detection of nonconforming conditions is accomplished, and positive corrective action is performed in a timely manner.
- Control over the configuration is maintained at all times to ensure the acceptability of equipment, as designed and contracted for, per approved drawings and accepted design verification testing.

The Quality Program will provide documentation so that the work can be accepted. It will also require the contractor to have an effective quality control (QC) program and provide for the oversight of that program through the RTA's QA activities.

1.7 Change Control and Management

The CM will assist the RTA in developing a Change Control process and applicable form wherein the source of the change is identified. The contractor will be given official notice either through a change order or by direction of the RTA through the CM. The CM will provide documentation to back up to the directed change.

Changes during the Construction phase could result from, but not be limited to, the following causes:

- *Differing site conditions* – Including:
 - Subsurface conditions different from contract representations (Type I)
 - Unknown or unusual conditions not reasonably anticipated (Type II)
 - Conditions created by previous contractors

- *Errors or omissions in plans and specifications* – The RTA has an “errors and omissions (E&O) clause” in the designer’s contract, and this clause is strong enough to recoup losses resulting from faulty designs. The RTA may obtain compensation through the designer’s E&O insurance when a change required by an error or omission has a substantial monetary impact.
- *RTA action* – Including:
 - Changing portions of the plans and specifications
 - Altering the time allowed to perform the work
 - Changing the contractor’s method of work
 - Stop orders
 - Regulatory changes, such as environmental, security, and safety

No matter the size of the change, its impact will be assessed in terms of time and cost (estimated or actual). The construction contract will address the process of pricing changes consistent with FTA requirements regarding issues such as equipment rates, overhead, and profit. This matter is one that accentuates the need for the CM’s inspectors to maintain careful diaries which identify environmental, manpower, equipment, materials, activities and durations at the site every work day. These diaries will be indispensable during assessment and negotiation of change orders or Owner-directed changes. At the same time, diaries will provide assessments of the execution of work each day so as to forewarn of potential contractor claims that may arise.

1.8 Configuration Management

In the Procurement/Construction Phase, the objective is to implement the project in accordance with the plans and specifications of the contract documents. Specific considerations during construction will include:

- Protection or relocation, as required, of existing utilities based on identification and design conducted earlier.
- Requirement that construction contractors will verify existing site conditions and dimensions.
- Sensitivity during construction to potential impacts from air, noise and water pollution, drainage issues (surface and sewers), archeological concerns and habitat destruction as identified in the CEQA IS-MND and/or NEPA CE.

In the Procurement/Construction phase, the project definition technical baseline established during Final Design will be used to monitor construction and fabrication processes. The baseline must be closely followed to ensure quality, safety, security, performance, and cost compliance. There may be occasions, however, when changes are required. All changes to the project definition baseline must be reviewed and assessed by the technical experts, inclusive of

schedule and estimating expertise, and then must be reviewed and approved by the responsible individuals as set forth in the Quality Plan for the Procurement/Construction Phase.

During the Procurement/Construction phase, special emphasis will be placed on recording and documenting any changes that are approved and completed. Changes become a matter of official record and must be requested in writing in accordance with the project Change Control procedures before being considered for approval. The Quality Plan will establish those individuals authorized to approve equipment procurement and/or construction changes and the dollar thresholds of their authority. At the completion of equipment procurement (and installation) and construction, detailed equipment drawings, operating manuals, warranties, etc., must be submitted, and "as-built" drawings for constructed facilities must be prepared.

Design service by Stantec during construction is the provision of designer reviews of contractor submissions, where submission requirements are detailed in the contract documents. These submissions include shop and working drawings, materials and equipment cut sheets, and testing for systems contracts. In every case, where designer review and approvals are required, it is vital to adhere to the Change Control procedures and keep detailed records and have established levels of authority (cost, functionality and schedule impact) delineated for approvals, especially for any changes to the baseline.

1.9 Scheduling and Delays

The CM will develop a Project Master Schedule for the construction phase in close coordination with the Owner, the design team and the commissioning agent. The Project Master Schedule will be included in construction bidding documents. The construction contractor will be required to submit copies of the schedule in electronic format to ease the integration into the Project Master Schedule. All construction contractor updates should be integrated and checked for impacts to other project elements within the Project Master Schedule. When contractors submit monthly CPM updates, the CM will check all milestone dates to determine that they are within the contract parameters and whether the dates scheduled are attainable based on the contract status.

A delay is defined as a measure of the lack of progress against how the work was scheduled to progress to completion. Project delays can only occur if critical path activities are delayed. Delays on other paths consume float and do not result in a project delay until they consume all float, at which point they become critical. Delays to the critical path provide float to other, non-critical paths. Typical causes of delays include additional work, disrupted work, suspended work, or slow progress.

Delays are categorized as excusable or non-excusable. An excusable delay is unforeseeable and not within the contractor's control (e.g., a natural disaster). It can be either non-compensable (the contractor receives a time extension but no compensation for the delay) or compensable (the contractor receives both a time extension and compensation for the delay). A non-excusable delay is one that is considered to be either foreseeable by the contractor or within

the contractor's control. For a non-excusable delay, the contractor receives no time and no compensation, and could be liable for actual or liquidated damages.

The CM will help the RTA establish delays language for inclusion in the construction contract, which will define appropriate examples of all these terms. There could also be concurrent delays due to the actions of both the RTA and the contractor. A critical path method schedule for each construction and equipment/materials contract is essential and invaluable in evaluating the impact of an actual delay or a potential change.

1.10 Documentation (Progress Reporting, Maintenance of Records)

The CM will assist the RTA in establishing internal reporting mechanisms and develop any special management plans. One such plan is a Construction Management Plan, which will provide clear direction for the RE and Inspectors. The Plan will contain detailed information for communications and will include reporting procedures and requirements for the following:

- Daily work schedules and progress reports
- Construction and fabrication status
- Materials status reporting/materials shortages
- Accident reporting and emergencies
- Security breach policies and reporting mechanisms
- Delays
- Stoppages
- Daily costs and expenditures for changed work
- Grievance procedures
- Project manager, REs, inspector reporting procedures
- Quality assurance and quality control
- Equipment and resource status
- External factors affecting the project

The areas listed above, and others, reflect the daily and periodic communications responsibilities of the project team, who must, in turn, communicate information to the RTA via the CM. Progress reports will be submitted monthly by the CM and will include the following:

- Milestone summary schedule and cash flow payment curve
- Current approved submittal schedule
- Fiscal summary for contract and major subcontracts (award amount, executed change orders, current commitment, payment dates, % expended, actual expenditures versus baseline cash flow, potential claims, and value of executed change orders)
- Change orders – description, status, and outstanding issues
- Claims status – description, status, and outstanding issues
- A one-month look ahead narrative
- Systems design status by major milestone

- Facilities construction status by major milestone
- Procurement status
- Systems procurement/installation status by major milestone
- Integrated testing status by major milestone
- Submittals/deliverables status per the contract terms, and, at least, by major milestone
- Quality assurance/quality control status including test schedule/status, non-conformance status and actions taken, and audits scheduled/completed and significant findings
- Environmental mitigation status including compliance/non-compliance reports, completed mitigation efforts, public complaints, non-compliance issues raised by regulatory/oversight agencies, and hazardous material status
- Construction safety status, including reportable incidents, training, and other relevant safety information
- Construction security status—including any breaches, particularly those resulting in injury to employees, significant losses due to theft, or crimes against the site or surrounding area
- Photos showing recent progress
- DBE status by subcontractor including last payment time and amount, amount paid to date, original subcontract value, and change orders
- Permit application report including the status of those obtained by the RTA and those obtained by the contractor, and permit modifications
- Utility work status by major utility
- Extra work
- Status of other activities including significant events, public affairs and insurance

A number of the types of communications listed above are systems within themselves and are routinely used during all construction projects to report progress and status of various aspects of the project. The majority of these will have already been established by the contractor and are necessary for controlling construction. The RTA and the CM will first determine the reporting system(s) to be used by contractors, specify it (them) in the contract bid documents and awarded contract, and then determine what additional information is needed to keep all relevant internal and external groups fully informed.

External reporting requirements generated by outside agencies will be factored into the overall reporting system and used to develop a comprehensive list of information that is used by the RTA's organization, the contractor, and other organizations assisting the RTA.

1.11 Construction Contractor Payments

The construction contractor will be required to maintain an approved job cost account system to adequately capture the costs necessary to demonstrate entitlement under various remedy-granting clauses of the contract, including costs for claims. The CM will assist the RTA in

developing a clearly established process for reviewing and approving contractor invoices to permit prompt contractor payment or the identification and resolution of any anomalies.

1.12 Project Closeout

The CM will assist the RTA in establishing a process in the construction contract documents for project closeout. It will mandate that all construction contractor requirements are accomplished in compliance with contract specifications and include items such as, but not limited to:

- Operating and maintenance documentation (manuals) and training
- Completion of punch list items
- Final inspection by the RTA
- Warrantees and guarantees
- Record plans or as-built drawings

An interim step could be “beneficial occupancy” wherein the RTA might accept only part of the total contracted facilities, systems, or equipment. This could occur prior to project completion to give the RTA the opportunity to do force account work and to initiate pre-revenue service. It is important to clearly define who has responsibility for O&M, safety, and security at this stage. “Substantial completion” refers to the entire contracted work product being accepted for use. This term is also used when the grantee accepts a portion of the work where only minor punch list work remains.

1.13 Permits

The RTA is in the process of obtaining all master and detailed agreements with all relevant governmental jurisdictions, agencies, and utilities. The CM will help the RTA verify that the construction contractor obtains all permits related to the actual construction for which it is responsible. The cost and schedule impacts of this contract requirement will be the full responsibility of the construction contractor.

1.14 Safety Plan

The CM will review and assist the RTA in approving the construction contractor’s safety plan in accordance with the specification requirements. This may include appropriate revisions of the draft version, if required, to meet the RTA’s requirements. An important aspect of the contractor’s safety organization is its independence from the contractor’s organization responsible for accomplishing the actual work.

1.15 Security Plan

Just as with safety, the CM will assist the RTA in reviewing and accepting the construction contractor’s project security plan that complies with the specifications set by the RTA. The BMF

is located close to US-101, as well as adjacent to the CAPSLO Homeless Services Center. The construction contractor and the RTA may consider specifying a higher level of security, including, possibly, surveillance cameras, additional lighting, or constant or roving patrols by contract guards.

1.16 Quality Plan

The RTA will require the contractor to develop a quality plan for the construction contractor's project responsibilities in accordance with the specification requirements for the CM's review and recommended approval. Appropriate revisions of the draft version will be made, if required, to meet the RTA's requirements. An important aspect of the contractor's quality organization is its independence from the organization responsible for accomplishing the actual work.

1.17 Submittals of Shop Drawings or Contract Data Requirements

The contractor will submit shop drawings, manufacturers' standard schematic drawings, manufacturers' calculations and standard data, product literature and installation instructions, and any other documents or samples as required by the contract specifications to the CM for review. Final shop drawings and all manufacturers' product information will become permanent project records, and final payment will not be made until all such material has been submitted and approved by the grantee.

1.18 Submission of Requests for Information (RFIs)

An RFI is a formal means for a contractor to obtain an interpretation of the RTA's design documentation or other contractual requirement that is not apparent to the construction contractor. Omissions, conflicts, or other inconsistencies in the drawings or specifications will be rectified by issuing a change notice to the contractor. Clarifications that do not require a change in the contract specifications will be made by a written response to the RFI.

1.19 Progress Reporting and Invoices

The construction contractor will submit periodic progress reports and invoices to the CM in accordance with the specification requirements. To encourage early compliance with each and every specification dealing with technical or administrative submittals, the CM will recommend promptly rejecting all contractor submittals until and unless they adhere to the contract requirements. However, preparation of the invoice may be and usually is a joint effort involving both the contractor and the CM, and this process eliminates most last minute rejections.

Progress Reports will be submitted monthly by the contractor and will generally include the following:

- Milestone summary schedule and cash flow payment curve

- Current contractor’s schedule for submittals
- Affirmation of latest RTA approved construction (or other contract) schedule, or notice of change(s) contractor intends to propose for RTA approval
- Fiscal summary for contract and major subcontracts (award amount, executed change orders, current commitment, payment dates, % expended, actual expenditures versus baseline cash flow, potential claims, and value of executed change orders)
- Change orders – description, status, and outstanding issues
- Claims status – description, status, and outstanding issues
- A one-month look ahead narrative
- Systems design status by major milestone
- Facilities construction status by major milestone
- Procurement status
- Systems procurement/installation status by major milestone
- Integrated testing status by major milestone
- Submittals/deliverables status per the contract terms, and, at least, by major milestone
- Quality assurance/quality control status including test schedule/status, non-conformance status and actions taken, and audits scheduled/completed and significant findings
- Environmental mitigation status including compliance/non-compliance reports, completed mitigation efforts, public complaints, non-compliance issues raised by regulatory/oversight agencies, and hazardous material status
- Construction safety status—including reportable accidents, training, and other relevant safety information
- Construction security status—including any breaches, particularly those resulting in injury to employees, significant losses due to theft, or crimes against the site or surrounding area
- Photos showing recent progress
- Disadvantaged business enterprise status by subcontractor including last payment time and amount, amount paid to date, original subcontract value, and change orders
- Permit application report including the status of those obtained by the grantee and those obtained by the contractor, and permit modifications
- Coordination with other contracts, including meetings and written communications
- Utility work status by major utility
- Extra work
- Status of other activities including significant events, public affairs and Insurance

1.20 Record Drawings and Documentation

The construction contractor will submit all record drawings and documentation to the CM for review. Once finalized, the drawings and documents will be furnished to the RTA.

1.21 O&M Manuals and Training

In coordination with the design team and the Commissioning Agent, the CM will prepare and submit all O&M manuals and training program documentation, and will conduct the actual training programs for the RTA's staff in accordance with the contract requirements. The specifications will address the systems and subsystems for which manuals and training are required, the media for these materials, quantity and schedule, formatting standards, and other detailed requirements.

SECTION IV – GENERAL INFORMATION

A. GENERAL INSTRUCTIONS

1. In submitting a proposal, vendors must comply with the performance criteria as set forth in the following instructions. All submittals will be reviewed thoroughly prior to any selection to determine if vendors have met all criteria in these submittal conditions. It is essential that vendors read each of the sections carefully and take action where necessary.
2. Where the word “RTA” or “Owner” is used in these instructions, reference is made to the San Luis Obispo Regional Transit Authority. The words “submittal”, “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 CM Selection Committee will review and screen proposals. Vendors 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 submittals 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 RFP 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 vendor may become a contractual obligation if a contract ensues.

C. PROTESTS

The RTA's policy and procedure for the administrative resolution of protests is set forth in Chapter VII Bid Protest Procedures of the RTA Purchasing Policy amended on January 6, 2016. The Purchasing Policy contains rules for the filing and administration of protests, and is available on RTA's website at <http://www.slorta.org/wordpress/wp-content/uploads/RTAPurchasingPolicy01-06-2016.pdf>. The RTA shall furnish a paper copy of the Purchasing Policy upon a request for this solicitation.

D. DEVIATIONS

Vendors 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. VENDOR STATUS

1. All firms doing business with the RTA shall be in compliance with the RTA's insurance requirements included in Attached One – Insurance Requirements.
2. All firms doing business with the RTA shall be in compliance with the Federal requirements included in Attachment Two – Federally Required Contract Clauses.

F. DISADVANTAGED BUSINESS ENTERPRISES

The RTA's FY17-18 through FY19-20 Disadvantaged Business Enterprise (DBE) Plan can be downloaded at <http://www.slorta.org/wordpress/wp-content/uploads/RTA-FY-18-20-GOAL-SETTING-METHODOLOGY.pdf>. The proposer should consider the following when developing its submittal documents:

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 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. Ms. Arnold also serves as the RTA Civil Rights Officer. The RTA recommends vendors address DBE participation or its good faith effort at least two weeks prior to RFP closing.

G. FEDERAL REGULATIONS CONFORMANCE

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

H. VENDOR RESPONSIBILITY

1. Should Vendor 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 Vendors of such discrepancy, if any, and of any changes.
2. The Vendor 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 Vendor's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Vendor 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 Contractors 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 vendor 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

By submitting its proposal, the Vendor certifies that it is not included in the U.S. General Service Administration's list of ineligible Contractors.

SECTION V – FORMAT OF SUBMITTALS

Envelope 1: The respondent must submit three (3) bound paper copies of the technical proposal, each signed by an authorized representative of the lead firm. The technical proposal shall also be provided in electronic format (PDF preferred) on a CD-ROM or thumb drive.

Envelope 2: Respondent shall submit three (3) bound copies of the cost proposal in a separate envelope, marked with the proposer's name and "Rates Proposal, RFP No. 19-03".

Neither facsimiles nor email proposals will be accepted. Proposals must be submitted to arrive no later than **4:00 PM** on October 18, 2019 to:

Geoff Straw, RTA Executive Director
San Luis Obispo RTA
179 Cross Street
San Luis Obispo, CA 93401

Postmarks will not be considered in judging timeliness of submissions. Proposals must reach the RTA Executive Director at the prescribed time on the prescribed date.

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 vendor 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 vendor's financial capacity the vendor must submit a copy of the company's year-end audited financial statements for 2016, 2017 and 2018. 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 vendor's financial capacity.

To the extent allowed by law, any and all financial information submitted in response to this procurement will remain confidential. All financial information will be submitted in a separate envelope clearly marked with the vendor's name and the words "Confidential Financial Information."

3. Provide a list of at least three current customers that have acquired similar services as those being proposed for the RTA.
4. Provide the lead firm's and each subcontractor's California State Licensing Board number. This information will be used by the RTA for obtaining a California Department of Industrial Relations project number as it relates to required certified payroll submittals.

C. PROJECT APPROACH

The RTA expects each proposer to be succinct and economical in developing its proposal package. As such, the technical proposal package is **limited to no more than fifteen (15) pages**. Each letter-sized page should be doubled-side, and font size shall be no smaller than Calibri 12-point and margins no smaller than 0.75". Each 11" by 17" double-side page counts as four letter-sized pages. A letter of introduction, section dividers and detailed resumes of key individuals are not included in this limit.

The proposer shall:

1. Have the proposal signed by an officer of the proposing firm with the authority to commit the firm.
2. Fill out the attached Disadvantaged Business Enterprise participation form in Attachment Two. Include a short narrative of the efforts the lead firm took to include DBE subconsultant participation.
3. Provide an organization chart for managing and executing this contract.
4. List the individual(s), as well as their respective roles, who will serve as the key staff for the final design phase and for the construction phase of the contract (they may be different people).
5. Provide resumes for key staff and subconsultants. The resumes shall include specific information about expertise in CM tasks, (e.g., scheduling, quality plan development, design reviews, etc.).

6. Briefly describe “relevant” experience of the proposer’s team in the following areas. List involvement of key team members in relation to:
 - a) projects similar to this one;
 - b) project and construction management;
 - c) system design (specify); and
 - d) troubleshooting.
7. Describe your proposed approach to managing the project expertly and efficiently, including distribution of tasks, travel, duration of which staff will be on site during what periods of time, etc. Describe what approach you will take to integrate the CM process into the normal final design and construction process in order to minimize potential time delays. Describe what you will do to foster teamwork and cooperation from contractors and the design team, and what you will do to minimize adversarial relationships.
8. This project will be set up on a capped (i.e., not-to-exceed) time-and-materials basis. Provide in a separate and sealed envelope (envelope no. 2) both an hourly rate for each team member, along with rates and fees for all other costs the Owner could incur from the proposer in this contract (travel, mileage, per diem, communications, etc.). For each phase, provide the percentage level of effort for each of the primary team members.

The separate/sealed envelope should be clearly marked with the proposer firm’s name, RFP No. 19-03, and the phrase “Rates Proposal.”

E. ADDITIONAL DATA

Vendor 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 vendor shall also affirm that they have read and agree to indemnity language in the Agreement. Vendor 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. CHANGE IN PERSONNEL

If the CM firm’s personnel or subconsultants change for this project, the Owner must review and approve the replacement personnel, in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original personnel.

SECTION VI – CONTRACTOR SELECTION PROCESS

A. SUBMITTAL DEADLINE

Only those submittals received by the submittal deadline on or before October 18, 2019 at 4:00 PM (PST) will be evaluated by the Selection Committee.

B. RESPONSIVENESS CRITERIA

1. Submittal meets the RTA deadline.
2. Organization of submittal. Submittals submitted as required in the “Format of Submittals”, Section V.
3. Completeness of submittal. 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 firm’s abilities is most advantageous to meeting the agency’s goals for this project as determined by a CM Selection Committee. Selection of the successful proposer shall be generally based on the information provided by the vendor in response to the RFP and any subsequent interviews that may be conducted. 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 Submittals
2. Establish a “short list” of two or more firms
3. Interview “short-listed” firms (at the option and discretion of the RTA)
4. Identify best qualified firm
5. Negotiate a fee with the highest-ranked firm
6. Award contract

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

The Selection Committee will review the submittals 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 Contractor based solely on the information provided in the submittals 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 submittals in order to gauge the ability of a Contractor to perform the contract as specified. The same general criteria will be used to judge both the submittal and the presentation, should the RTA choose to conduct interviews with short-listed firms.

Criteria	As Demonstrated By:	Weight of Criteria
Merit of Submittal/Presentation	<ul style="list-style-type: none"> • Submittal, thoroughness and approach • Demonstrated understanding of project and requirements • Proposed approach to the project 	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, other public agencies and the public • Demonstrated ability to complete work tasks within project timelines and overall project budgets 	35

Prior to the award of contract, the RTA must be assured that the vendor 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 vendor’s ability to perform under the contract, if awarded, the RTA has the option of requesting from the vendor, any information that the RTA deems necessary to determine the vendor’s capabilities. If such information is required, the vendor 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 vendors 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 Contractor 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 proposals.

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

- _____ Restrictions on Lobbying form (Attachment A)
- _____ Designated Contact List form (Attachment B)
- _____ Receipt of Addenda form (if issued)
- _____ Confirmation of agreement to Insurance requirements as outlined in Attachment One
- _____ DBE Utilization / DBE Participation Schedule form provided in Attachment Two

**ATTACHMENT A
RESTRICTIONS ON LOBBYING FORM**

The undersigned 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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 subrecipients shall certify and disclose accordingly.

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

_____ Signature of CONTRACTOR's Authorized Official

_____ Name and Title of CONTRACTOR's Authorized Official

_____ Date

**ATTACHMENT B
DESIGNATED CONTACTS LIST**

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

SAN LUIS OBISPO RTA

VENDOR

Geoff Straw

San Luis Obispo RTA

179 Cross Street, Suite A

San Luis Obispo, CA 93401

(805) 781-4465

gstraw@slorta.org

ATTACHMENT C

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

AGREEMENT NUMBER _____

This "Agreement" is made as of this day of _____, 2019, 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 construction management firm or team of firms to provide construction management services for the RTA Bus Maintenance Facility Project.

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.

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. 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 the 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:

Geoff Straw
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4465
gstraw@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.

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 San Luis Obispo 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 Deputy Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the RTA Deputy 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 Executive Director. The determination of such appeal by the Executive Director 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 Executive Director'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 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) duly organized and validly existing 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.

CONTRACTOR:

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other (please specify: _____)

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: _____

Geoff Straw
RTA Executive Director

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

RTA Counsel

Print Name: _____

ATTEST:

Title: _____

By: _____

RTA Clerk

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

Attachments:

- Attachment One – Insurance Requirements for Agreements for Professional Services
- Attachment Two – Federally Required Contract Clauses
- Exhibit A – Scope of Services
- San Luis Obispo Regional Transit Authority Request for Proposals
- Contractor’s Submittal
- 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: Contractor 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 Contractor 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 \$1 million aggregate	Contractor 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 Contractor, 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, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Contractor'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 Contractor'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: Contractor 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 Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Contractor 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, Contractor 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

2-1 ACCESS TO RECORDS AND REPORTS

1. Record Retention. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2-2 BONDING REQUIREMENTS *(Not Applicable to This Procurement)*

2-3 BUS TESTING *(Not Applicable to This Procurement)*

2-4 BUY AMERICA REQUIREMENTS *(Not Applicable to This Procurement)*

2-5 CARGO PREFERENCE REQUIREMENTS *(Not Applicable to This Procurement)*

2-6 CHARTER SERVICE *(Not Applicable to This Procurement)*

2-7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The CONTRACTOR agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and

4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

2-8 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The RTA is an Equal Opportunity Employer. As such, the RTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the RTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

2-9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 RTA deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the CONTRACTOR from future bidding as non-responsible.

Further, RTAs must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the prime contractor. Finally, for contracts with defined DBE contract goals, each FTA RTA must include in each prime contract a provision stating that the CONTRACTOR shall utilize the specific DBEs listed unless the CONTRACTOR obtains the RTA's written consent; and that, unless the RTA's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

As an additional resource, RTAs can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the RTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the CONTRACTOR must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

Contract Assurance

The CONTRACTOR, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 RTA deems appropriate.

DBE Participation

For the purpose of this Contract, the RTA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the California Department of Transportation; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the RTA.

DBE Participation Goal

The DBE participation goal for this Contract is set at 5.1%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 5.1% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other

information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the RTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the RTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. In determining whether a Bidder has made good faith efforts, the RTA may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average

DBE participation obtained by other Bidders, the RTA may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's Civil Rights Officer. The RTA Civil Rights Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The CONTRACTOR shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the CONTRACTOR shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Sanctions for Violations section below.

Continued Compliance

The RTA shall monitor the CONTRACTOR's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the CONTRACTOR to submit quarterly written reports to the RTA that** summarize the total DBE value for this Contract. These reports shall provide the following details:

1. DBE utilization established for the Contract;
2. Total value of expenditures with DBE firms for the quarter;
3. The value of expenditures with each DBE firm for the quarter by race and gender;
4. Total value of expenditures with DBE firms from inception of the Contract; and

5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTA Civil Rights Officer. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the CONTRACTOR relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in Section 2-1 ACCESS TO RECORDS.

Sanctions for Violations

If at any time the RTA has reason to believe that the CONTRACTOR is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the CONTRACTOR until such time as the issues concerning the CONTRACTOR's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful CONTRACTOR is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the RTA have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

2-10 EMPLOYEE PROTECTIONS

The following three FTA required clauses pertain to this procurement.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The CONTRACTOR will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONTRACTOR agrees to pay wages not less than once a week. The CONTRACTOR shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in this section.

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

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

2-11 ENERGY CONSERVATION

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

2-12 FLY AMERICA

2. Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

3. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires CONTRACTORS, RTAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
4. If available, the CONTRACTOR, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
5. In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
[State reasons]:

(End of statement)

6. The CONTRACTOR shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

2-13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;

3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

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

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

2-14 LOBBYING RESTRICTIONS – See Attachment A, which includes a submittal form.

2-15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

2-16 PATENT RIGHTS AND RIGHTS IN DATA *(Not Applicable to This Procurement)*

2-17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES *(Not Applicable to This Procurement)*

2-18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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.

2-19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS (Not Applicable to This Procurement)

2-20 RECYCLED PRODUCTS

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

2-21 SAFE OPERATION OF MOTOR VEHICLES

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

The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

2-22 SCHOOL BUS OPERATIONS (Not Applicable to This Procurement)

2-23 SEISMIC SAFETY

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, and is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

2-24 SUBSTANCE ABUSE REQUIREMENTS (Not Applicable to This Procurement)

2-25 TERMINATION

The RTA, by written notice, may terminate this contract, in whole or in part, when it is in the RTA's interest. If this contract is terminated, the RTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of this contract, the RTA may terminate this contract for default. The RTA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

2-26 VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the RTA

The RTA shall have the following rights in the event that the RTA deems the CONTRACTOR guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the CONTRACTOR, either directly or through other CONTRACTORS;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of CONTRACTOR

Inasmuch as the CONTRACTOR can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the CONTRACTOR expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling CONTRACTOR to cancel or rescind the Contract (unless the RTA directs CONTRACTOR to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the CONTRACTOR to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The CONTRACTOR recognizes that in the event of a breach of this Agreement by the CONTRACTOR before the RTA takes action contemplated herein, the RTA will provide the CONTRACTOR with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide the CONTRACTOR a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the RTA Executive Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the RTA Executive Director. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the RTA Executive Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the RTA acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by RTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.