



CITY OF REDDING  
777 Cypress Avenue, Redding, CA 96001  
PO BOX 496071, Redding, CA 96049-6071  
cityofredding.org

ADMINISTERED BY:

April 5, 2024

REQUEST FOR PROPOSAL  
PREPARATION OF ZERO EMISSIONS IMPLEMENTATION PLAN  
FOR THE  
REDDING AREA BUS AUTHORITY  
REDDING, CALIFORNIA  
(Schedule Number 68)

On behalf of the Redding Area Bus Authority (RABA) and in accordance with the provisions of the RABA Procurement Manual and the City of Redding Municipal Code, sealed proposals must be submitted to the RABA Clerk in care of the City of Redding City Clerk's 3<sup>rd</sup> floor office, located at City Hall, 777 Cypress Avenue, Redding, California 96001 **prior to 3:00 p.m. PDT, Friday, May 3, 2024**, for furnishing a proposal, Preparation of Zero Emissions Implementation Plan for the Redding Area Bus Authority, per specifications and general conditions contained herein.

RABA RESERVES THE RIGHT TO REJECT, AT ITS SOLE DISCRETION, PROPOSALS RECEIVED AFTER THIS TIME AND DATE.

The said proposals will be opened at **3:00 p.m. PDT on Friday, May 3, 2024**, in the designated Redding City Hall Conference Room as posted in the main lobby of Redding City Hall, 777 Cypress Avenue, Redding, California.

The proposer shall provide the original (unbound) proposal, along with one (1) electronic format (PDF) on a USB drive. Fax or electronic submission of proposals will not be allowed. **One (1) set of the original Fee Proposal is to be submitted in a separate, sealed envelope.**

**The cut-off date and time for receiving questions regarding this proposal is 5:00 p.m. PDT, on Thursday, April 18, 2024.** All inquiries must be made in writing and may be submitted to the email address shown below.

THE CITY OF REDDING  
Purchasing Division

Michelle Kempley, Purchasing Officer  
[mkempley@cityofredding.org](mailto:mkempley@cityofredding.org)

**REDDING AREA BUS AUTHORITY**

777 CYPRESS AVENUE, REDDING, CALIFORNIA 96001-3396 • (530) 241-2877

EMAIL [RABA@RABAride.com](mailto:RABA@RABAride.com) • WEB [www.RABAride.com](http://www.RABAride.com)

BOARD MEMBERS: JUSTIN JONES - CHAIR, JACK MUNNS - VICE CHAIR

MICHAEL DACQUISTO, TENESSA AUDETTE, MARK MEZZANO, JULIE WINTER, PATRICK JONES, MIKE GALLAGHER

EXECUTIVE STAFF: STEVE BADE - EXECUTIVE OFFICER, JOHN C. ANDOH, CCTM, CPM – TRANSIT MANAGER

**NOTE**

If a potential bidder/proposer received this solicitation document through some means other than surface mail from the City of Redding (such as from the City of Redding Internet web site, or from another prospective bidder/proposer), it is the responsibility of the potential bidder/proposer to advise the assigned City of Redding Purchasing contact of its intention to submit a bid/proposal so that any addenda or other correspondence related to this solicitation will be sent to the potential bidder/proposer. When contacting the Purchasing Division, the bidder/proposer shall provide the solicitation number located on the cover page of this document. Transmittal of this information must be in writing, by U.S. Mail, fax, or e-mail. Transmittal of this information via telephone is not acceptable.

Please submit bid/proposal as directed in the RFP package. Forward to:

RABA Clerk  
c/o City of Redding City Clerk  
777 Cypress Avenue  
Redding, CA 96001

Proposals must be received by the City Clerk's office **prior to 3:00 p.m. PDT** on the date indicated below. Mailing envelope is to be clearly marked on the outside with the following notation:

**“Proposal for RABA Schedule No. 68; opening at  
3:00 P.M., on Friday, May 3, 2024”**

Note: Signatures must be legible, indicating full first and last name.

The City of Redding  
Purchasing Division



Redding Area Bus Authority  
Request for Proposals (RFP)  
Preparation of Zero Emissions Implementation Plan  
(RFP Schedule No. 68)

**Release Date:** Friday, April 5, 2024

**Closing Date:** Friday, May 3, 2024 at 3:00 p.m. Pacific Daylight Time

**Project Manager:** Yujin Copland, Management Analyst II, Redding Area Bus Authority  
email: [ycopland@rabaride.com](mailto:ycopland@rabaride.com)

**Procurement Officer:** John Andoh, Transit Manager, Redding Area Bus Authority  
email: [jandoh@rabaride.com](mailto:jandoh@rabaride.com)

**Purchasing Officer:** Michelle Kempley, Purchasing Officer, City of Redding  
email: [mkempley@cityofredding.org](mailto:mkempley@cityofredding.org)

## Public Notice

Notice is hereby given that sealed proposals are requested by Redding Area Bus Authority, (RABA), a Joint Powers Authority, for the preparation of a zero emissions implementation plan. All proposals shall be submitted in response to the conditions of this request for proposals (RFP).

It is RABA's policy to ensure that responders to this procurement shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability or other protected class in the performance of RABA contracts.

All disadvantaged business enterprises (DBE) and small business enterprises (SBE) are encouraged to submit proposals. This procurement shall have a DBE goal of 5%. RABA highly encourages the participation of Disadvantaged Business Enterprises (DBE). RABA encourages all prime contractors to use qualified SBE (Small Business Enterprise) sub-Contractors on RABA projects, and promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods or services sought is reasonable.

One copy of the proposal, plus USB drive must be submitted to the RABA Clerk's Office no later than Friday, May 3, 2024, by 3:00 p.m. Pacific Daylight Time (PDT). Proposals received after the due date may be returned unopened. Submit to: RABA Clerk c/o City of Redding Office of the City Clerk, 777 Cypress Avenue, Redding, CA 96001 with "RABA Zero Emission Fleet Conversion Plan Proposal RABA RFP No. 68." written on the envelope.

Interested parties can download the RFP and any future addenda at: [https://rabaride.com/resources/procurement\\_opportunities.php](https://rabaride.com/resources/procurement_opportunities.php) and [https://www.cityofredding.gov/government/departments/purchasing/bid\\_opportunities.php](https://www.cityofredding.gov/government/departments/purchasing/bid_opportunities.php)

All proposals and subsequent offers shall be valid for a period of not less than 90 days after proposal deadline.

There will not be a pre-proposal conference for this procurement.

Questions or inquiries are to be submitted via email to the attention of Michelle Kempley, City of Redding Purchasing Officer via email to [mkempley@cityofredding.org](mailto:mkempley@cityofredding.org) with a copy to Yujin Copland, RABA Management Analyst II via email to [ycopland@rabaride.com](mailto:ycopland@rabaride.com). Questions will be accepted through Thursday, April 18, 2024 at 5:00 p.m. PDT.

John Andoh  
Transit Manager & Procurement Officer  
Redding Area Bus Authority

**TABLE OF CONTENTS**

**1.0 INTRODUCTION ..... 4**

1.1 Background on RABA ..... 4

1.2 Setting ..... 4

1.3 Overall Project Objectives ..... 4

**2.0 SCOPE OF SERVICES ..... 6**

2.1 Project Scope of Work ..... 6

2.2 Project Objectives ..... 6

2.3 Standard Consultant Contract ..... 6

2.4 FTA Required Contract Clauses ..... 6

**3.0 PROPOSAL SUBMITTAL AND FORMAT REQUIREMENTS ..... 7**

3.1 Proposal Submittal ..... 7

3.2 Proposal Format ..... 7

A. Transmittal Letter ..... 7

B. Team Qualifications ..... 8

C. Project Approach ..... 8

D. Project Schedule and Milestones ..... 9

E. Project Budget ..... 9

**4.0 PROPOSAL EVALUATION ..... 10**

**5.0 ADDITIONAL INFORMATION ..... 11**

5.1 RFP Schedule (Subject to Change) ..... 11

5.2 Contract Term ..... 11

5.2.1 Proposal Public Information ..... 11

5.2.2 RFP Addenda ..... 11

5.2.3 Proposal Preparation Costs ..... 12

5.2.4 Withdrawal of Proposals ..... 12

5.2.5 Selection, Negotiation, and Award ..... 12

5.2.6 Right to Reject Proposals ..... 12

5.2.7 Disadvantaged Business Enterprise (DBE) Requirements ..... 13

5.2.8 Equal Employment Opportunity Requirements ..... 13

5.2.9 Protest Procedures ..... 13

Overall Project Objectives ..... 14

|                                       |    |
|---------------------------------------|----|
| Summary of Project Tasks.....         | 14 |
| Task 0: Project Administration.....   | 14 |
| Task 1: Existing Conditions.....      | 15 |
| Task 2: Stakeholder Coordination..... | 15 |
| Task 3: Implementation Analysis.....  | 17 |
| Task 5: Draft and Final Plan.....     | 19 |
| Task 6: Board Review/Approval.....    | 20 |
| COST PROPOSAL.....                    | 21 |

## **APPENDICES**

- A. Project (Minimum) Scope of Work and Cost Proposal
- B. Standard RABA Consulting and Professional Services Contract
- C. Revenue Vehicles
- D. FTA Required Federal Clauses
- E. Request for Proposal General Conditions
- F. PINS Informational Flyer

## 1.0 INTRODUCTION

### 1.1 Background on RABA

The Redding Area Bus Authority (RABA) public transit service commenced November 1981. RABA fixed route and paratransit services are provided to the Cities of Anderson, Redding, and Shasta Lake, as well as unincorporated Shasta County.

RABA is a joint powers agency operating by agreement between the Cities of Anderson, Redding, and Shasta Lake, and the County of Shasta. RABA service is operated and maintained by a third-party contractor. RABA administrative staff is provided by the City of Redding. The eight member Board of Directors sets the policy for RABA.

RABA provides countywide public transit services on 15 fixed routes, and a complementary paratransit service. RABA transports approximately 406,000 passenger trips a year on a fleet of 40 buses and vans.

### 1.2 Setting

Shasta County is located in Northern California, approximately 160 miles north of Sacramento. Shasta County has a population of 179,436 people, an area of 3,847 square miles, and a population density of 46 people per square mile.

The urbanized area of Shasta County is comprised of the Cities of Anderson, Redding, and Shasta Lake, which are located along Interstate 5. The majority of Shasta County is rural in nature. Redding, the county seat, has a population of 92,465 people. Redding is a major trade, recreational, and regional center of commerce for several Northern California counties. At an elevation of 560 feet, Redding averages an annual 38 inches of rain, one inch of snow, July high of 97 degrees Fahrenheit, and January low of 38 degrees Fahrenheit.

### 1.3 Overall Project Objectives

- A. 100% conversion of RABA's transit fleet to Zero Emission Bus (ZEB)'s by 2040 to be compliant with CARB's Innovative Clean Transit (ICT) Regulation and provide more reliable and efficient transit service that also provides environmental benefits, including reducing emissions of harmful PM2.5 and greenhouse gas (GHG)'s;
- B. Collecting baseline data and information necessary to draft RABA's ZEB Implementation Plan;
- C. Build off the work done in the Shasta Regional Transportation Agency (SRTA) Long-Range Transit Plan, Regional Transportation Plan and Shasta Connect Rollout Plan, as well as the RABA Short Range Transit Plan, RABA's Zero Emission Rollout Plan, and other relevant planning efforts;
- D. Confirm RABA's proposed vehicle replacement and ZEB conversion schedule to ensure it provides funded and programmed transit system improvements and meets ICT Regulations for 100% conversion by 2040;
- E. Analysis of operating costs and feasibility of ZEB options (electric and hydrogen fuel-cell) to determine the best options for RABA;
- F. Assessment of existing and planned RABA facilities' capacity to support charging infrastructure and supply, including coordination and consultation with Redding Electric Utility (REU) on their capacity to provide service and required infrastructure at identified charging locations;
- G. Collecting the data and information necessary to quantify the number, feasibility and location

of charging/fueling stations that will be required to charge/fuel a 100% ZEB fleet and provide reliable and efficient service in RABA's challenging service terrain;

- H. Understanding the influence of weather systems and increased risk of wildfire, including the potential for increased power outages, thus, improving the resiliency and enhancing the regional environment and accessibility of RABA's transit service;
- I. Improving accessibility to reliable and efficient transit service for all users of the transportation system, with special consideration for disadvantaged communities, people with special needs and the aging Shasta County population, and visitor base;
- J. Identify the constraints and opportunities of RABA's conversion to a 100% ZEB fleet by 2040;
- K. Identify GHG reduction benefits;
- L. Planning level cost estimates for utility infrastructure upgrades and charging stations;
- M. Analysis of ZEB range and performance in RABA's service terrain and route structure;
- N. Summary of ZEB maintenance requirements and how they impact facilities and staff, including workforce availability, training, and pay;
- O. Coordinate with City of Redding on integrating land use with RABA's conversion to a ZEB fleet;
- P. Supporting conversion of the region's transit fleets to ZEB's;
- Q. Coordinate the planning effort with REU, as well as other transit providers in Shasta County to leverage their experience with conversion to a ZEB fleet; and
- R. Developing preliminary budgets, funding strategy and next steps for 100% ZEB conversion by 2040.



## 2.0 SCOPE OF SERVICES

### 2.1 Project Scope of Work

The California Air Resources Board (CARB) Innovative Clean Transit (ICT) Regulation requires all transit agencies to gradually transition to a 100 percent zero emission bus (ZEB) fleet. Beginning in 2029, 100 percent of new purchases by transit agencies must be ZEBs, with a goal for full transition by 2040. However, transitioning a transit agency fleet to ZEBs is problematic, as action beyond the purchase of new vehicles is needed. ZEBs require new capital investments, such as equipment (e.g., electric chargers) and property updates (e.g., electric utility updates). Also, ZEBs require operating and maintenance (O&M) changes and, compared to gas/diesel buses, have higher procurement costs and lower operating capacity. RABA completed its Rollout Plan for submission to CARB in June of 2023 and is available here: [https://rabaride.com/resources/about\\_raba/index.php](https://rabaride.com/resources/about_raba/index.php) under Transit Plans.

The RABA Innovative Clean Transit Project will identify the best way for RABA to transition to zero emissions technology as well as how to implement zero emissions technology. The project will make recommendations on capital (e.g., vehicles, equipment, and property) that needs to be updated or acquired for compliance with the CARB ICT Regulation (e.g., before/after 2029 and by 2040). The project will review existing conditions and will analyze ZEBs and ZEB-related equipment (e.g., energy consumption/input and energy production/output). The project will discuss ZEB needs with relevant stakeholders (i.e., the local utility company and the local municipal agencies). The project will also develop a plan on how RABA would train its staff, as well as the third party contractor staff to operate and maintain ZEBs. The deliverable (i.e., the RABA Zero Emissions Implementation Plan) will determine the ZEB replacement schedule and budget. The project also will assess other new capital investments needed to support ZEBs as well as lay out an implementation strategy.

The Consultant selected will develop a RABA Zero Emissions Implementation Plan and make any necessary updates to RABA's current Rollout Plan for CARB and the Federal Transit Administration (FTA).

### 2.2 Project Objectives

- Evaluate existing fleet and infrastructure
- Evaluate future opportunities and constraints
- Recommend the cost effective ZEBs and ZEB equipment
- Receive stakeholder and public input
- Develop a fleet plan, training plan, capital plan, and financial plan
- Develop an implementation plan

### 2.3 Standard Consultant Contract

The selected consultant shall execute a contract with RABA using the "Standard RABA Consulting and Professional Services Contract" (Appendix B).

### 2.4 FTA Required Contract Clauses

Appendix D shall be incorporated into and become part of contract documents executed in connection to award of contract. In case of any conflict or discrepancy, the "FTA Required Contract Clauses" (Appendix D) shall prevail over all other terms and conditions contained in the RFP, the contents of the successful proposal, and/or the Professional Services Contract. A System for Award Management (SAM) certification is required. Visit [www.sam.gov](http://www.sam.gov) for details.

## 3.0 PROPOSAL SUBMITTAL AND FORMAT REQUIREMENTS

### 3.1 Proposal Submittal

RABA will accept proposals until **Friday, May 3, 2024 at 3:00 p.m. (PDT)**. RABA reserves the right to reject, at its sole discretion, proposals received after this date and time.

RABA reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, and to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of RABA.

**The proposer shall provide the original (unbound) proposal, along with one (1) electronic format (PDF) on a USB drive. Fax or electronic submission of proposals will not be allowed. One (1) set of the original Fee Proposal is to be submitted in a separate, sealed envelope to:** RABA Clerk's Office c/o City of Redding City Clerk, 777 Cypress Avenue, Redding, CA 96001.

Envelopes shall include on the cover **"RABA Zero Emission Fleet Conversion Plan Proposal RABA RFP No. 68 ."**

### 3.2 Proposal Format

The following are proposal format requirements. Respondents must provide proposal information (e.g., organize their proposals) using the same lettered sequence as below, with labeled/lettered tabs to separate sections. A review committee will evaluate the completeness of the response to the RFP.

Proposals shall be no more than 20 pages, typewritten in 12-point font, with no less than 0.5-inch margins. The original and copies shall be paper clipped in the upper left corner. No staples, binders, or unrequested materials please. One electronic pdf exact copy of the proposal shall be submitted on a USB drive.

#### A. Transmittal Letter

The letter shall highlight the proposer's understanding of the project and include the following general information:

- Proposer name, address, telephone number, and email
- Specify type of organization (individual, partnership, or corporation) and, if applicable, indicate if the proposer is a:
  1. Small Business
  2. Disadvantaged Business
  3. Minority and/or Women-Owned Business
- Team composition:
  1. Identify members of the team who will work on the project and indicate who will be the project manager with his/her contact information
  2. Provide an organizational chart of the team composition (state personnel name, not just title)
- Acknowledgement of receipt of any and all addenda issued to the RFP.

The project manager or any key personnel shall not be changed without written permission of RABA. In the event that any consultant key personnel do not remain in employment for the duration of the project, RABA shall approve any suggested replacements.

The letter must contain a statement certifying that the proposer has the capacity and available staff to complete the project on time. The statement shall also indicate that the proposal is valid for 90 days and shall be signed by an official authorized to both bind the proposer to the statement and enter into contracts on behalf of the proposer. Additional statements shall be signed by any additional proposers if the proposal is submitted by a partnership.

## B. Team Qualifications

Summarize the skills and experience directly related to the project Scope of Work (SOW). Resumes should not substitute for a written outline of relevant experience and can be included in an appendix, if desired.

### 1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all personnel to be assigned to this project by describing their education, credentials, related experience, and proposed roles for this contract. *Note: the consultant may not substitute any key personnel without the prior written approval of RABA.*

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

### 2. Related Experience

Include descriptive information concerning the experience of the proposer, especially the identified project manager. Include information about previous projects that might be comparable, including the size (budget or other indicators – such as ridership or hours of service) and type of projects and the scope of services provided (as they compare to this project). In addition, provide references for the three most comparable projects for which your proposer has provided, or currently is providing, similar services, using the project manager being proposed and a minimum of two references for task leaders and subcontractors.

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

- Project name and location
- Nature of work performed
- Level of responsibility for project manager, task leader, or subcontractor
- Name of contact person and telephone number at time project was completed
- Time span (start and end of project assignment)
- The actual cost vs. cost estimate

## C. Project Approach

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

Present the approach with deliverables (See Section 2.1 and “Project (Minimum) Scope of Work” (Appendix A)). Clearly and succinctly describe the approach to each task, especially those with qualitative outputs. Include method of communication with RABA.

The description must indicate:

- Tasks proposed to be completed to meet project objectives.
- Proposed deliverables for each task.
- Proposed meetings with RABA staff, operations contractor, etc.
- Time required to initiate and complete each task (total and by team member).
- Allocation of cost by task (total and by team member).
- Time required from the project start through completion.
- Samples of graphic layouts representative of those to be included in this project.
- Exceptions to the requirements of the RFP should be clearly delineated in this section.

#### D. Project Schedule and Milestones

Include a chart with start and end months. While Section 2.1 describes an anticipated timeline, the consultant should develop the optimal sequencing and timing of the various tasks in the written proposal.

#### E. Project Budget

Provide proposed fees, cost information, hours per task, and recommend a budget plan for all services to be provided, itemized in total per task and by team member:

- Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how RABA will be invoiced for services (i.e., unit or hourly costs). This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive fee schedule, as RABA will not include compensation in the contract for items not addressed in the proposal.
- The project budget should be itemized by: the cost per hour per team member, the number of hours per task per team member, and should include breakdown of overhead costs by item. The fee schedule shall cover all services and delivery of all documents specified, including:
  1. All professional services, expenses, insurance, printing, plotting, communications, travel, and profit.
  2. Submit itemized hourly fee schedule as a basis for additional services.

## 4.0 PROPOSAL EVALUATION

RABA will determine the selected consultant based on information provided in the proposals and any subsequent interviews that may be conducted. RABA does not guarantee that interviews will take place; as such, proposals should include all required information, be clear, be concise, and stand on their own for evaluation.

Upon receipt of the proposals, RABA shall review and evaluate the proposals for responsiveness to the RFP to determine whether proposers possess the qualifications necessary to provide the goods. RABA may request clarifications of proposals directly from the proposers.

In reviewing the proposals, and negotiating with selected proposers, RABA reserves the right to reject all proposals. RABA may negotiate directly with qualified proposers and may request a final best offer from one or more proposers.

RABA will review and evaluate the submitted proposals for responsiveness to the RFP to determine whether proposers possess the qualifications necessary to provide the services. Following the evaluation of RFP's, RABA will check references of the top proposer(s) prior to making a selection.

A review committee will evaluate the proposals based on scoring criteria, to include the following:

- Understanding of the project and SOW.
- Experience of the project manager with transit development plans and familiarity of the team with small transit systems.
- Quality, clarity, and completeness of the submittal (e.g., compared to the requirement of the RFP).
- Best practices and/or innovation presented in the submittal, demonstrating a clear or advanced understanding of opportunities and constraints.
- Project budget allocation among tasks and by team member, as well as total budget (fee).
- Feedback from professional references.

Submitted proposals will be evaluated using the criteria established below.

| <b>CATEGORY</b>       | <b>MAX POINTS</b> |
|-----------------------|-------------------|
| Responsiveness to RFP | 5                 |
| Project understanding | 20                |
| Response to questions | 45                |
| References            | 15                |
| Pricing               | 15                |

The review committee will evaluate and score proposals in accordance with the scoring criteria set forth in the RFP. The review committee may make a recommendation to the Procurement Officer, whom is the RABA Transit Manager as to which proposers are within a competitive range. The Procurement Officer may conduct a cost/price analysis and an interview, and may ask proposers to submit a best and final offer (BAFO) to be scored by the review committee. RABA reserves the right to make the award under the RFP based upon the initial proposals submitted, without establishment of a competitive range or discussions and submission of BAFOs.

## 5.0 ADDITIONAL INFORMATION

### 5.1 RFP Schedule (Subject to Change)

| EVENT                                                   | DATE                            |
|---------------------------------------------------------|---------------------------------|
| Release of RFP                                          | April 5, 2024                   |
| RFP Questions Due                                       | April 18, 2024 5:00 p.m. (PDT)  |
| RFP Answers Provided                                    | April 22, 2024 12:00 p.m. (PDT) |
| Proposals Due                                           | May 3, 2024 3:00 p.m. (PDT)     |
| Proposals Evaluated and Interviews ( <i>If Needed</i> ) | May 2024                        |
| Recommendation to RABA Board of Directors               | May 20, 2024 @ 5:15 p.m.        |
| Contract Starts                                         | June 2024                       |

RABA reserves the right to award contract solely on the basis of proposal content.

### 5.2 Contract Term

Duration of contract is twelve (12) months from date of execution.

#### 5.2.1 Proposal Public Information

All responses become property of RABA. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of state public records laws. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

RABA will treat all information submitted in a proposal as available for public inspection once RABA has selected a consultant. If you believe that you have a legally justifiable basis for protecting the confidentiality of any information contained within the proposal, you must identify any such information, together with the legal basis of your claim in the proposal and present such information separately as part of your response package. This portion of the submittal must be clearly marked "Confidential."

The final determination as to whether RABA will assert the claim of confidentiality on your behalf shall be at the sole discretion of RABA. If RABA decides that the information does not meet the criteria for confidentiality, you will be notified. Any information deemed to be non-confidential shall be considered a public record.

#### 5.2.2 RFP Addenda

RABA reserves the right to amend, alter, or revoke this RFP in any manner at any time. At its sole discretion, RABA will distribute modifications, clarifications, or additions to this RFP as an addendum to all known prospective proposers. Proposers shall be responsible for acquiring and acknowledging all addenda, should any be issued. Failure to do so shall not relieve any proposer from any obligation under its proposal, as submitted or under the RFP, as clarified, interpreted, or modified. All addenda issued shall become part of this RFP. Addenda will be posted on [https://rabaride.com/resources/procurement\\_opportunities.php](https://rabaride.com/resources/procurement_opportunities.php) and [https://www.cityofredding.gov/government/departments/purchasing/bid\\_opportunities.php](https://www.cityofredding.gov/government/departments/purchasing/bid_opportunities.php)

### 5.2.3 Proposal Preparation Costs

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the proposer.

### 5.2.4 Withdrawal of Proposals

Any proposer may withdraw their proposal, either personally or by written request at any time prior to the proposal due date/time. Such requests are to be directed to the City Clerk's Office.

### 5.2.5 Selection, Negotiation, and Award

RABA shall award a contract to the responsible proposer whose proposal is most advantageous to RABA, i.e., the "best value." RABA reserves its right to award to other than the lowest price proposal.

Through the proposal evaluation, RABA will select a consultant. The selected consultant shall execute a contract with RABA within 14 calendar days after notification of selection, unless the time for execution has been extended for good cause at the sole discretion of RABA. Failure of the selected consultant to meet contract submission requirements (e.g., insurance), negotiate, or timely execute a contract with RABA, may result, at the sole discretion of RABA, in a decision to select from the remaining proposers or to call for new proposals. At a RABA Board of Directors meeting (anticipated date of May 20, 2024), the selected consultant will be presented and authorization to award the contract will be requested.

The selected consultant shall execute a contract with RABA using the "Standard RABA Consulting and Processional Services Contract" (Appendix B). The standard contract may be altered from the enclosed draft contract at the discretion of RABA and without notice to the consultant prior to award of contract. RABA does not guarantee that the final contract will duplicate the enclosed draft contract.

If RABA and the selected consultant fail to finalize the scope of work and cost, or fail to negotiate a contract, RABA will reject the selected proposer's proposal. In the event of rejection, the proposer shall have no right to reimbursement for costs incurred by the proposer in connection with any work and negotiations. RABA will then select another proposer that staff believes will provide the best value, qualifications, and work and negotiate with that proposer.

RABA will present the review committee's recommendation on the selected consultant to the RABA Board of Directors, requesting authorization to negotiate and execute a contract with the selected consultant. The RABA Board of Directors reserves the right to award the project to any consultant whose proposal is most advantageous to RABA, in accordance with the scoring criteria set forth in the RFP, and to reject any and all proposals.

RABA reserves the right to award any number of contracts it deems necessary to achieve success. This RFP does not commit RABA to award a contract. RABA reserves the right to accept or reject any or all proposals. If RABA decides to award and receives approval from RABA's Board of Directors, the contract will be sent to the proposer for signature. No proposal shall be binding upon RABA until after a contract is executed by duly authorized representatives of RABA and the selected consultant. No minimum amount of work is implied or guaranteed under the contract

RABA reserves the right to withdraw this RFP at any time without prior notice. RABA makes no representations that any contract will be awarded to any proposer responding to this RFP.

### 5.2.6 Right to Reject Proposals

RABA reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

### 5.2.7 Disadvantaged Business Enterprise (DBE) Requirements

RABA hereby notifies proposers that DBE's will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. **This procurement shall have a DBE goal of 5%.**

RABA highly encourages the participation of Disadvantaged Business Enterprises (DBE). RABA encourages all prime contractors to use qualified SBE (Small Business Enterprise) sub-Contractors on RABA projects, and promotes the direct purchase of goods from qualified Small Business Enterprise (SBE)s by utilizing SBE vendors when such vendors are available and the price of the goods or services sought is reasonable.

### 5.2.8 Equal Employment Opportunity Requirements

Each consultant must agree that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

### 5.2.9 Protest Procedures

Responding proposers should carefully review this RFP and all appendix, including but not limited to the form contract (Appendix B) for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by RABA no later than the date specified above.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of RABA, in writing, by the deadline for written comments.

If a consultant that has not been selected wishes to dispute the award recommendation, the protest must be submitted in writing to the RABA Executive Officer no later than five (5) calendar days after announcement of the selected consultant, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications. Failure to submit a timely written protest will bar consideration of the protest.

Protest procedures will apply to all procurement actions whether by sealed bid, request for proposal or sole source and regardless of the stage of the procurement process at which the protest is filed. All protest procedures can be found on RABA's website at under Policy 114 – Procurement Manual: <https://rabaride.com/resources/policies.php>.



## APPENDIX A PROJECT (MINIMUM) SCOPE OF WORK

### Overall Project Objectives

The project objective is to promote sustainability (i.e., efficient mobility that reduces vehicle miles traveled [VMT] and greenhouse gas [GHG] emissions) and accessibility (mobility for transit-dependent populations, disadvantaged communities, and other populations) through the introduction of ZEBs. Compliance with the CARB ICT Regulation and FTA also is a project objective.

A consultant will work on the project for all tasks.

### Summary of Project Tasks

Project Management activities must be identified within the task they are occur.

#### Task 0: Project Administration

*Administration of this project costs for this task cannot exceed 5% of the grant award amount.*

A project manager for the consultant team shall be designated to this project and serve as the RABA point of contact. The consultant project manager shall be responsible for all coordination and communication within the consultant team, as well as with RABA and the California Department of Transportation (Caltrans).

The consultant will hold a kick-off meeting with RABA to discuss the project goals and objectives, deliverables, and schedule, as well as communications, decision-making methodologies, and assumptions (e.g., travel and tasks). The consultant will provide a work breakdown structure by task, project schedule, and project budget that details how expenses and time will be allocated, to be summarized in a project management plan that will be submitted to RABA after the kick-off meeting.

The consultant will coordinate monthly conference calls with RABA to ensure progression of the project. In addition, the consultant will provide a monthly written progress report describing work accomplished and work planned for the upcoming month by task and sub-task. This report will also include a narrative of deliverables, accomplishments, important meetings, and current issues relating to the work including interfaces, budgets, and schedules. The report will be submitted with the monthly invoice.

In addition, a project control report will be submitted with the monthly invoice and contain the task number, responsible personnel, budget spent to-date, budget remaining, percentage estimate of completion, hours worked and budget variance reported in task labor hours.

The consultant will develop a list of data requirements that RABA will work with the Consultant to collect. The consultant will have ultimate responsibility for acquisition of key data elements.

#### **Deliverables:**

1. Kick-off Meeting
2. Project Management Plan
3. Monthly Invoice with Progress and Project Control Reports

| Task Deliverables                                                                           |
|---------------------------------------------------------------------------------------------|
| Kick-off meeting, monthly meetings, meeting notes, quarterly invoices and progress reports. |

## Task 1: Existing Conditions

Consultant will gather data on the existing transit system. This will include, but not be limited to, capital assets (e.g., fleet, equipment, and properties) and operating data.

Consultant will gather data on existing population characteristics, demographics, and socio-economic conditions in the transit service area. Also, identify any disadvantaged and low-income communities and Environmental Justice (EJ) populations in the transit service area.

Consultant will summarize CARB and FTA regulations and other relevant plans and policies. Field Visits, Document and Data Review, and Mapping

The consultant will review existing plans and proposed projects to develop an existing conditions report. A field review will be conducted of the project area, including potential locations for charging infrastructure, transit facilities (existing and proposed) with representatives of RABA, REU, Caltrans, local jurisdictions, and SRTA. The project area will be mapped within a Geographic Information Systems (GIS) format at an appropriate scale to develop maps and graphics to be used in analysis and presentations, as well as draft and final documents. Existing GIS data and mapping will be utilized when possible. Maps will include, but not be limited to:

- Socio-economic, geographic and demographics
- Existing / proposed surface transportation network, including transit routes
- Existing / proposed active transportation network
- Land use / zoning, housing, commercial and other thematic maps
- Proposed charging / fueling locations and grid information

| Task Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Summary of Existing Conditions <ul style="list-style-type: none"><li>• Existing conditions report and baseline mapping, including:<ul style="list-style-type: none"><li>○ Field visits</li><li>○ Socio-economic, geographic and demographics</li><li>○ Existing / proposed surface transportation network, including transit</li><li>○ Existing / proposed active transportation network</li><li>○ Land use / zoning, housing, commercial and other thematic maps</li><li>○ Proposed charging / fueling locations and grid information</li></ul></li></ul> |



## Task 2: Stakeholder Coordination

Aside from the Caltrans as a major stakeholder, the primary stakeholder is the local utility, REU. Consultant will work with REU to ensure that low-cost, reliable, and environmentally responsible energy is supplied to RABA for ZEBs in the short and long-term. Other stakeholders include the Cities of Redding, Anderson, Shasta Lake, and Shasta County, who are both local agencies and member agencies of RABA. The project will require regular coordination with the stakeholders involved.

The consultant will strategically employ a suite of outreach opportunities to engage the public and project stakeholders in order to provide a transparent planning process.

Consultant will meet with stakeholders to discuss ZEB opportunities and constraints. Regular coordination meetings with stakeholders at least monthly throughout the duration of the project.

The project will require regular coordination with REU to ensure that low-cost, reliable, and environmentally responsible energy is supplied to RABA for ZEBs in the short- and long-term. REU will help to determine RABA energy needs and infrastructure updates.

In order to ensure conversion of RABA's fleet to a 100% ZEB fleet by 2040 and ensure reliable, efficient transit service, the project will engage a broad range of stakeholders from varied cultural, social, and economic backgrounds to participate in RABA's transparent planning process.

The quality of the project will be enhanced by the full and equitable participation of constituencies such as the youth, seniors, persons with disabilities, and disadvantaged community members that have been underrepresented in transportation planning efforts in the past. To include these groups as stakeholders in the planning process, the consultant will contact regional community groups and Shasta County Social Services Agency regarding the opportunity to participate in the project as a stakeholder. In addition to underrepresented groups, project stakeholders will also represent diverse communities, including varied socio-economic groups, community-based organizations, emergency responders, and local agencies active in the project area including:

The project will identify benefits to communities/populations (e.g., any disadvantaged and low-income communities and EJ populations), including, but not limited to, reducing barriers to opportunity (e.g., automobile dependence as a form of barrier).

Opportunities for the public to be involved in the project include: public meetings, use of a Stakeholder Advisory Committee (SAC), a robust project website that is kept up to date, that would be housed within the RABA website, but maintained by the consultant, project updates via email blasts, project updates posted on RABA's Facebook page, targeted Facebook ads, X, Instagram/Threads, and the availability of the RABA project manager to discuss the project directly with interested groups, organizations, and individuals or to meet one-on-one with the public to discuss the project.

The Stakeholder Advisory Committee (SAC) will enable the project to engage a diverse range of groups and individuals in the project area. Each SAC group, organization, and agency will appoint one of their members to be their representative to attend SAC meetings, express the specific interests of their group or organization and communicate SAC meeting information to the other members of their group or organization. As people who live and work in communities within the project area and are likely users of RABA's transit services, SAC members (and the public at large) are local experts who will be invaluable assets to the project and will be relied upon to provide their unique perspectives on issues such as:

- Existing conditions in the project area
- Existing and future transit demand in their communities
- Potential locations for charging stations and charging infrastructure
- Last-mile / first-mile connectivity within the project area
- How an efficient, reliable transit system could encourage increased ridership
- The location of desired destinations, activity centers, education, and employment
- Plan-level cost estimates and implementation strategies and schedule for conversion to 100% ZEB fleet by 2040.

By sharing their unique perspectives on these and other issues that may arise during the planning process, the SAC will provide guidance and feedback to consultant and RABA during the project. RABA and consultant will hold SAC meetings throughout the project, and if necessary, RABA and consultant will meet individually with a SAC group or organization to discuss the project. In addition to SAC meetings, RABA and consultant will also present project information and the draft and final plan at public meetings, including RABA Board of Directors and subcommittee meetings. Project information will also be made accessible to the public on the project's website, and RABA's X and Facebook page. All SAC, public meetings and RABA Board of Directors and subcommittee meeting materials, including minutes and agendas, will be posted to the RABA project website by the consultant.

Note: All meetings will be publicly noticed to ensure maximum attendance.

#### Stakeholder Advisory Committee

- Identify potential project stakeholders and notify them of the project.
- Establishment of the Stakeholder Advisory Committee (SAC) and ratification of the SAC by the RABA Board.
- Schedule and conduct SAC meetings to ensure community and stakeholder participation in the project.

#### Public Meeting #1

- Public meeting will introduce the project to the public, define the purpose and scope of the project, and inform the public of opportunities to provide input on development of the project.

#### Public Meeting #2

- Present elements of the draft RABA Zero Emission Bus Fleet Conversion Plan to solicit feedback from public comments to inform completion of the Final RABA Zero Emission Bus Fleet Conversion Plan.

| Task Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Stakeholder list, SAC meeting schedule and summaries, PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services, etc.</li><li>• Public meeting #1 summary and photos</li><li>• Public meeting #2 summary and photos</li><li>• Postcards, website, online survey,</li><li>• Summary of Public Outreach</li></ul> |

### Task 3: Implementation Analysis

Consultant will research ZEBs and ZEB-related equipment (e.g., energy consumption/input and energy production/output).

Consultant will summarize baseline costs and operational requirements of the existing transit system. This will include the cost of buses, fuel, and maintenance, as well as the operational range of buses.

Consultant will analyze the following (which is consistent with CARB guidance):

- Technology Portfolio
- Current Bus Fleet Composition and Future Bus Purchases  
(Note: For future bus purchases for zero-emission technologies, includes the identification of fuel type (hydrogen or electricity) and charging technology (depot, wireless, and/or on-route), as well as the range and the estimated cost of each bus.)
- Facilities and Infrastructure Modifications

Consultant will describe how the project will promote energy efficiency and increase resiliency.

Consultant will analyze Battery-Electric and Hydrogen Fuel-Cell ZEB procurement, fueling and charging characteristics, and operating costs to identify priority investments that best meet the needs of RABA, including a summary of ZEB types and models available. The analysis will model battery-electric and fuel-cell ZEB range and performance in RABA's route structure, weather systems, and service terrain, including route-by-route analysis. Analysis to include the number of

ZEB's required by type and model and how they provide cost-effective and reliable service. It will analyze battery-electric and fuel-cell ZEB maintenance requirements and impacts to staff, including workforce training, availability, and pay scales. A vehicle replacement and ZEB conversion schedule should be included to ensure it complies with CARB's ICT Regulation of 100% ZEB by 2040.

Briefly assess capability of RABA's Maintenance Facility located at 3333 South Market Street, Redding, CA to provide ZEB charging or hydrogen refueling infrastructure, including on-site generation capabilities. Evaluate RABA's proposed locations for development of expanding the RABA facility to accommodate additional infrastructure needed for ZEBs, including review of design schematics necessary for electric charging and hydrogen refueling infrastructure. The assessment should include capabilities of RABA's current transit centers, DMV testing locations, and transit centers to accommodate ZEB charging stations and review of relevant planning documents, model the location and number of charging stations needed at the maintenance facilities, transit centers and to optimize operational efficiencies and service reliability.

Coordinate with REU to identify the utility infrastructure needed to provide service to the meter panel and charging station(s) at current and proposed facilities, including the maintenance facility, and transit centers.

Review RABA's bus schedules, routes, and route modeling data from Task 2 to determine the optimal timing and length of vehicle charging, including time-of-day rates, as well as whether ZEB's should be charged mid-route or at the end of a route. Considerations should include electricity demand, electricity costs, labor costs, operational efficiencies, service reliability, emergency situations, and other considerations as identified.

Review the layout of RABA's maintenance facility, and transit centers to determine the optimal configuration of ZEB's by type, charging infrastructure and hydrogen refueling infrastructure to enable ongoing operations including charging, refueling, servicing of vehicles and pull-ins and pull-outs. Consultant will complete up to 70 percent design or conceptual drawings for RABA properties (e.g., infrastructure updates and bus parking modifications).

Review RABA's current bus operations and maintenance training programs and recommend any needed changes to ensure RABA employees have the training necessary to operate and maintain ZEB's and associated charging infrastructure. Consider lack of existing workforce and appropriate pay scales for needed skill sets and cost of living.

Prepare facilities and charging and hydrogen refueling infrastructure plan that enables RABA to convert to a 100% ZEB fleet by 2040 and considers REU ability to provide reliable and resilient electric service to RABA's transit facilities.

Identify potential funding sources and strategies for recommended improvements and project implementation plan with next steps.

Estimate GHG reduction benefits, including zero-emission passenger miles, of RABA's conversion to 100% ZEB fleet by 2040 and how the project will assist the state achieve its GHG reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

Plan-level cost estimates will be completed for all elements associated with RABA's conversion to a 100% ZEB fleet by 2040.

## Task Deliverables

### Summary of Analysis

- Summary of ZEB type procurement and operating costs
- ZEB Type Route Modeling Summary

### Vehicle replacement and ZEB conversion schedule

- System Charging and Fueling Plan including:
  - o Electric charging and hydrogen refueling memo
  - o Optimal locations of charging infrastructure and facilities memo
  - o Utility coordination memo
  - o Timing and length of ZEB charging memo
  - o Summary of optimal configuration of ZEB's and charging infrastructure
- Employee ZEB training program summary
- System Charging and Fueling Plan including:
  - o Electric charging and hydrogen refueling memo
  - o Optimal locations of charging infrastructure and facilities memo
  - o Utility coordination memo
  - o Timing and length of ZEB charging memo
  - o Summary of optimal configuration of ZEB's and charging infrastructure

### Employee ZEB training program summary

Summary of potential funding sources and strategies and implementation plan with next steps

Plan-level cost estimates

GHG reduction benefits summary

## Task 5: Draft and Final Plan

Based on work completed in Tasks 1 through 4, a draft ZEB Implementation Plan will be prepared. The consultant and staff will present the draft ZEB Implementation Plan at RABA's Transit Advisory Committee for review and feedback.

Prior to drafting the plan, elements of the draft plan will be presented to the SAC and at Public Meeting #2 for public comment. Comments received from the SAC and at Public Meeting #2 will be addressed in the draft plan.

Complete final plan that addresses the comments given by the SAC, at Public Meeting #2, and from RABA and Caltrans. Credit for the financial contribution of the Sustainable Transportation Planning Grant Program will be made to Caltrans on the cover or title page of the final plan. The final ZEB Implementation Plan will be presented at RABA's Board Meeting for the RABA Board of Directors to adopt. The final plan will be ADA accessible as well.

## Task Deliverables

Draft RABA ZEB Implementation Plan; Final RABA ZEB Implementation Plan

- 70 percent Design or Conceptual Drawings (based off initial designs completed)
- Draft ZEB Implementation Plan
- Power Point Presentation for meetings

Final ZEB Implementation Plan

### Task 6: Board Review/Approval

Prepare for the Final RABA ZEB Implementation Plan to be adopted by the RABA Board of Directors.

| <b>Task Deliverables</b>                   |
|--------------------------------------------|
| Present at RABA Board of Directors Meeting |

# COST PROPOSAL

Organize the proposed budget by task listing assigned personnel, overhead, hourly compensation, and profit. All individual efforts plus any services, whether internal or external to the proposer, should total up to the task. All tasks should total to the proposed cost of the ZEB Implementation Plan, including 70% design services. Provide hourly rates, along with estimated annual pricing in accordance with RABA’s current requirements, as set forth in section Scope of Work (Appendix A). **Please also provide option pricing to provide project management support after the plan is adopted for implementation activities.**

Pricing shall remain firm throughout the contract period.

| Task | Individual/Proposer | Administrative Overhead | Hourly Rate | Profit | Hours | Total Charge |
|------|---------------------|-------------------------|-------------|--------|-------|--------------|
|      |                     |                         |             |        |       |              |
|      |                     |                         |             |        |       |              |
|      |                     |                         |             |        |       |              |
|      |                     |                         |             |        |       |              |
|      |                     |                         |             |        |       |              |
|      |                     |                         |             |        |       |              |
|      |                     |                         |             |        |       |              |
|      |                     |                         |             |        |       |              |

|                    |           |
|--------------------|-----------|
| <b>Total Price</b> | <b>\$</b> |
|--------------------|-----------|



**APPENDIX B**  
**STANDARD RABA CONSULTING AND PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made at Redding, California, by and between the Redding Area Bus Authority ("RABA"), a joint powers authority, and \_\_\_\_\_ ("Consultant") for the purpose of \_\_\_\_\_.

**WHEREAS**, RABA does not have sufficient personnel to perform the services required herein thereby necessitating this Contract for personal services.

**NOW, THEREFORE**, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

**SECTION 1.        CONSULTANT SERVICES**

Subject to the terms and conditions set forth in this Contract, Consultant shall provide to RABA the services described in Exhibit A, attached and incorporated herein. Consultant shall provide the services at the time, place and in the manner specified in Exhibit A.

**SECTION 2.        COMPENSATION AND REIMBURSEMENT OF COSTS**

A.     RABA shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth in Exhibit B, attached and incorporated herein, in a total amount not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_). This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Contract. The payments specified herein shall be the only payments to be made to Consultant for services rendered pursuant to this Contract.

B.     Consultant shall submit monthly invoices to RABA for work completed to the date of the invoice. All invoices shall be itemized to reflect the employees performing the requested tasks, the billing rate for each employee and the hours worked.

C.     All correct, complete and undisputed invoices sent by Consultant to RABA shall be paid within thirty (30) calendar days of receipt.

**SECTION 3.        TERM AND TERMINATION**

A.     Consultant shall commence work on or about \_\_\_\_\_, and complete said work no later than \_\_\_\_\_. Time is of the essence.

B.     If Consultant fails to perform its duties to the satisfaction of RABA, or if consultant fails to fulfill in a timely and professional manner its obligations under this Contract, then RABA shall have the right to terminate this Contract effective immediately upon RABA giving written notice thereof to Consultant.

C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Consultant's sole right to terminate shall be limited to termination for cause.

D. Consultant hereby acknowledges and agrees that the obligation of RABA to pay under this Contract is contingent upon the availability of RABA's funds which are appropriated or allocated by the RABA Board. Should the funding for the project and/or work set forth herein not be appropriated or allocated by the RABA Board, RABA may terminate this Agreement by furnishing at least thirty (30) calendar days' written notice of its intention to terminate. In the event of a termination pursuant to this subdivision, Consultant shall not be entitled to a remedy of acceleration of payments due over the term of this Agreement. The Parties acknowledge and agree that the power to terminate described herein is required by Article 16, Section 18, of the California Constitution, and that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this Section.

E. In the event that RABA gives notice of termination, Consultant shall promptly provide to RABA any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Consultant pursuant to this Contract. RABA shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.

F. In the event that RABA terminates the Contract, RABA shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Contract; provided, however, that RABA shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. Consultant shall, not later than ten (10) calendar days after termination of this Contract by RABA, furnish to RABA such financial information as in the judgment of RABA's representative is necessary to determine the reasonable value of the services rendered by Consultant.

G. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

#### **SECTION 4. MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT**

A. RABA shall make its facilities accessible to Consultant as required for Consultant's performance of its services under this Contract, and, upon request of Consultant, provide labor and safety equipment as required by Consultant for such access.

B. Pursuant to the City of Redding's (City) business license ordinance, Consultant shall obtain a City business license prior to commencing work.

C. Consultant represents and warrants to RABA that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Consultant to practice its profession. Consultant represents and warrants to RABA that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Consultant to practice its profession.

D. Consultant shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow RABA to exercise discretion or control over the professional manner in which Consultant performs under this Contract. Any and all taxes imposed on Consultant's income, imposed or assessed by reason of this Contract or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of RABA. Consultant shall not be eligible for coverage under RABA's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other RABA benefit.

E. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.

F. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of RABA. Consultant may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of RABA. Independent contractors and subcontractors shall be provided with a copy of this Contract and Consultant shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City of Redding's Risk Manager shall determine to be necessary.

G. Consultant, at such times and in such form as RABA may require, shall furnish RABA with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

H. Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by RABA to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of RABA. Consultant shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by RABA.

I. Consultant shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Consultant's profession. All products of whatsoever nature which Consultant delivers to RABA pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.

J. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Consultant in accordance with this Contract are the property of RABA, and may be used by RABA. RABA shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Consultant. RABA shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from RABA's use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except for use by RABA on those portions of RABA's project for which such items were prepared.

K. Consultant, including its employees, agents, and subconsultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Consultant shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Consultant shall not make or participate in a decision made by RABA if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and 2) if required by the RABA General Counsel, Consultant shall file financial disclosure forms with the RABA Clerk.

**SECTION 5. INSURANCE**

A. Unless modified in writing by RABA's Risk Manager, Consultant shall maintain the following noted insurance during the duration of the Contract:

| <u>Coverage</u>                 | <u>Required</u> | <u>Not Required</u> |
|---------------------------------|-----------------|---------------------|
| Commercial General Liability    | X               |                     |
| Comprehensive Vehicle Liability | X               |                     |

|                                                |   |  |
|------------------------------------------------|---|--|
| Workers' Compensation and Employers' Liability | X |  |
| Professional Liability (Errors and Omissions)  | X |  |

(Place an "x" in the appropriate box)

B. Coverage shall be at least as broad as:

1. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;
2. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;
3. Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of RABA, its elected officials, officers, employees, agents and volunteers;
4. Professional Liability (Errors and Omissions) Insurance, appropriate to Consultant's profession, against loss due to error or omission or malpractice in an amount not less than \$1,000,000.
5. RABA does not accept insurance certificates or endorsements with the wording "but only in the event of a named insured's sole negligence" or any other verbiage limiting the insured's insurance responsibility.

C. Any deductibles or self-insured retentions must be declared to and approved by RABA. At the option of RABA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects RABA, its elected officials, officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. The General Liability shall contain or be endorsed to contain the following provisions:

1. RABA, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Consultant; premises owned, leased or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to RABA, its elected officials, officers, employees, agents and volunteers.

2. The insurance coverage of Consultant shall be primary insurance as respects RABA, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by RABA, its elected officials, officers, employees, agents and volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

3. Coverage shall state that the insurance of Consultant shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to RABA. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to RABA.

E. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.

F. Consultant shall designate the Redding Area Bus Authority and the City of Redding as a Certificate Holder of the insurance. Consultant shall furnish RABA with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be furnished to: Risk Management Department, City of Redding, 777 Cypress Avenue, Redding, CA 96001. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the RABA's Risk Manager prior to the commencement of contracted services. RABA may withhold payments to Consultant if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.

G. The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by Section 5 of this Contract, and any approval of said insurance by RABA, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Contract, including, without limitation, provisions concerning indemnification.

H. If any policy of insurance required by this Section is a "claims made" policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Consultant shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.

I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Consultant shall immediately notify RABA's Risk Manager by telephone at (530) 225-4068. No later than three (3) calendar days after the event, Consultant shall submit a written report to RABA's Risk Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of

Consultant's insurance company; and 4) a detailed description of the damage and whether any RABA property was involved.

## **SECTION 6. INDEMNIFICATION AND HOLD HARMLESS**

A. Consistent with California Civil Code § 2782.8, when the services to be provided under this Contract are design professional services to be performed by a design professional, as that term is defined under Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, RABA, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the RABA General Counsel or legal counsel retained by RABA, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligence, recklessness, or willful misconduct of Consultant, its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of RABA.

B. Other than in the performance of professional services by a design professional, which is addressed solely by subdivision (A) of this Section, and to the fullest extent permitted by law, Consultant shall indemnify protect, defend and hold harmless, RABA, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the RABA General Counsel or legal counsel retained by RABA, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Consultant its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of RABA.

C. The Consultant's obligation to defend, indemnify and hold harmless shall not be excused because of the Consultant's inability to evaluate liability. The Consultant shall respond within thirty (30) calendar days to the tender of any claim for defense and indemnity by RABA, unless this time has been extended in writing by RABA. If the Consultant fails to accept or reject a tender of defense and indemnity in writing delivered to RABA within thirty (30) calendar days, in addition to any other remedy authorized by law, RABA may withhold such funds RABA reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Consultant accepts or rejects the tender of defense in writing delivered to RABA, whichever occurs first. This subdivision shall not be construed to excuse the prompt and continued performance of the duties required of Consultant herein.

D. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are

applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Consultant.

E. RABA shall have the right to approve or disapprove the legal counsel retained by Consultant pursuant to this Section to represent RABA's interests. RABA shall be reimbursed for all costs and attorney's fees incurred by RABA in enforcing the obligations set forth in this Section.

## **SECTION 7. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES**

A. This Contract shall be deemed to have been entered into in Redding, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by RABA and Consultant. No verbal agreement or conversation with any official, officer, agent or employee of RABA, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.

C. No covenant or condition to be performed by Consultant under this Contract can be waived except by the written consent of RABA. Forbearance or indulgence by RABA in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Consultant of said covenant or condition is complete, RABA shall be entitled to invoke any remedy available to RABA under this Contract or by law or in equity despite said forbearance or indulgence.

D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

E. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

F. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or



attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.

G. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

H. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or appendix hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or appendix hereto, those prepared by RABA shall prevail over those prepared by Consultant.

#### **SECTION 8. SURVIVAL**

The provisions set forth in Sections 3 through 7, inclusive, of this Contract shall survive termination of the Contract.

#### **SECTION 9. COMPLIANCE WITH LAWS - NONDISCRIMINATION**

A. Consultant shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

B. In the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

#### **SECTION 10. REPRESENTATIVES**

A. RABA's representative for this Contract is \_\_\_\_\_, email \_\_\_\_\_, telephone number (530) \_\_\_\_\_, fax number (530) 225-4325. All of Consultant's

questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.

B. Consultant's representative for this Contract is \_\_\_\_\_, email \_\_\_\_\_, telephone number (\_\_\_\_) \_\_\_\_\_, fax number (\_\_\_\_) \_\_\_\_\_. All of RABA's questions pertaining to this Contract shall be referred to the above-named person.

C. The representatives set forth herein shall have authority to give all notices required herein.

**SECTION 11. NOTICES**

A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by email, facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

|                 |  |
|-----------------|--|
| <b>To RABA:</b> |  |
|-----------------|--|

B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.

C. Notice shall be deemed effective upon: 1) personal service; 2) two calendar days after mailing or transmission by facsimile, or email whichever is earlier.

**SECTION 12. AUTHORITY TO CONTRACT**

A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.

B. When the Chairperson of the Board is signatory to this Contract, the Executive Officer and/or the person having direct responsibility for managing the services provided

herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Consultant or otherwise substantially change the scope of the services provided herein.

**SECTION 13. DATE OF CONTRACT**

The date of this Contract shall be the date it is signed by RABA.

**IN WITNESS WHEREOF**, RABA and Consultant have executed this Contract on the days and year set forth below:

**Redding Area Bus Authority,  
Joint Powers Authority**

**Dated:** \_\_\_\_\_, 2024

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

**ATTEST:**

**APPROVED AS TO FORM:**

**CHRISTIAN CURTIS  
General Counsel**

\_\_\_\_\_  
**SHIRLENE TIPTON, RABA Clerk**

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

**CONSULTANT**

**Dated:** \_\_\_\_\_, 2024

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

**Tax ID No.:** \_\_\_\_\_

**APPENDIX C  
REVENUE VEHICLES**

| Vehicle Use | In Service | #                       | Owner | Make or Manufacturer | Model        | Mfr Yr | Age | FTA UL Remaining (Yrs) | Local UL for TAM Remaining (Yrs) | Fuel Type | GVWR* (lbs) | Size (ft) | Vehicle Type (NTD) |
|-------------|------------|-------------------------|-------|----------------------|--------------|--------|-----|------------------------|----------------------------------|-----------|-------------|-----------|--------------------|
| Bus         | 1          | 48                      | RABA  | Gillig               | G27D102      | 2009   | 13  | 0                      | 4                                | LSD       | >14K        | 40        | BU                 |
|             | 1          | 49                      | RABA  | Gillig               | G27D102      | 2010   | 12  | 1                      | 5                                | LSD       | >14K        | 40        | BU                 |
|             | 1          | 51                      | RABA  | Gillig               | G27D102      | 2010   | 12  | 1                      | 5                                | LSD       | >14K        | 40        | BU                 |
|             | 1          | 52                      | RABA  | Gillig               | G27D102      | 2011   | 11  | 3                      | 6                                | LSD       | >14K        | 35        | BU                 |
|             | 1          | 53                      | RABA  | Gillig               | G27D102      | 2011   | 11  | 3                      | 6                                | LSD       | >14K        | 35        | BU                 |
|             | 1          | 54                      | RABA  | Gillig               | G27D102      | 2011   | 11  | 3                      | 6                                | LSD       | >14K        | 35        | BU                 |
|             | 1          | 55                      | RABA  | Gillig               | G27D102      | 2011   | 11  | 3                      | 6                                | LSD       | >14K        | 35        | BU                 |
|             | 1          | 56                      | RABA  | Gillig               | G27D103      | 2013   | 9   | 4                      | 8                                | LSD       | >14K        | 35        | BU                 |
|             | 1          | 57                      | RABA  | Gillig               | G27D104      | 2013   | 9   | 4                      | 8                                | LSD       | >14K        | 35        | BU                 |
|             | 1          | 58                      | RABA  | Gillig               | G27D105      | 2013   | 9   | 4                      | 8                                | LSD       | >14K        | 35        | BU                 |
|             | 1          | 59                      | RABA  | Gillig               | G27B102N4    | 2015   | 7   | 6                      | 10                               | LSD       | >14K        | 35        | BU                 |
|             | 1          | 60                      | RABA  | Gillig               | G27B102N4    | 2015   | 7   | 6                      | 10                               | LSD       | >14K        | 35        | BU                 |
|             | 1          | 61                      | RABA  | Gillig               | GLFoor17     | 2017   | 5   | 8                      | 12                               | LSD       | >14K        | 35        | BU                 |
|             | 1          | 62                      | RABA  | Gillig               | GLFoor17     | 2017   | 5   | 8                      | 12                               | LSD       | >14K        | 35        | BU                 |
|             | 1          | 63                      | RABA  | Gillig               | GLFoor17     | 2017   | 5   | 8                      | 12                               | LSD       | >14K        | 35        | BU                 |
|             | 1          | 64                      | RABA  | Proterra             | Catalyst E2  | 2019   | 3   | 11                     | 14                               | Electric  | >14K        | 35        | BU                 |
|             | 1          | 65                      | RABA  | Gillig               | G27B         | 2020   | 2   | 11                     | 15                               | LSD       | >14K        | 35        | BU                 |
|             | 1          | 66                      | RABA  | Gillig               | G27B         | 2020   | 2   | 11                     | 15                               | LSD       | >14K        | 35        | BU                 |
|             | <b>18</b>  | <b>In-Service Total</b> |       |                      |              |        |     |                        |                                  |           |             |           |                    |
| Paratransit | 1          | 252                     | RABA  | El Dorado Chevy      | GMT 600      | 2010   | 12  | -7                     | -1                               | Gas       | <14K        | 21        | CU                 |
|             | 1          | 254                     | RABA  | El Dorado Chevy      | GMT 600      | 2010   | 12  | -7                     | -1                               | Gas       | <14K        | 21        | CU                 |
|             | 1          | 256                     | RABA  | El Dorado Chevy      | Aerotech 200 | 2010   | 12  | -6                     | -1                               | Gas       | <14K        | 22        | CU                 |
|             | 1          | 259                     | RABA  | El Dorado Chevy      | Aerotech 200 | 2010   | 12  | -6                     | -1                               | Gas       | <14K        | 22        | CU                 |
|             | 1          | 260                     | RABA  | El Dorado Ford       | Aerotech 240 | 2011   | 11  | -5                     | 0                                | Gas       | >14K        | 23        | CU                 |
|             | 1          | 261                     | RABA  | El Dorado Ford       | Aerotech 240 | 2011   | 11  | -5                     | 0                                | Gas       | >14K        | 23        | CU                 |
|             | 1          | 264                     | RABA  | El Dorado Ford       | Aerotech 240 | 2017   | 5   | 1                      | 6                                | Gas       | >14K        | 25        | CU                 |
|             | 1          | 265                     | RABA  | El Dorado Ford       | Aerotech 240 | 2017   | 5   | 1                      | 6                                | Gas       | >14K        | 25        | CU                 |

| Vehicle Use | In Service | #                       | Owner                   | Make or Manufacturer | Model        | Mfr Yr | Age | FTA UL Remaining (Yrs) | Local UL for TAM Remaining (Yrs) | Fuel Type | GVWR* (lbs) | Size (ft) | Vehicle Type (NTD) |  |
|-------------|------------|-------------------------|-------------------------|----------------------|--------------|--------|-----|------------------------|----------------------------------|-----------|-------------|-----------|--------------------|--|
|             | 1          | 266                     | RABA                    | El Dorado Ford       | Aerotech 240 | 2017   | 5   | 1                      | 6                                | Gas       | >14K        | 25        | CU                 |  |
| Paratransit | 1          | 267                     | RABA                    | El Dorado Ford       | Aerotech 240 | 2017   | 5   | 1                      | 6                                | Gas       | >14K        | 25        | CU                 |  |
|             | 1          | 268                     | RABA                    | Glaval               | E450         | 2019   | 3   | 4                      | 8                                | Gas       | >14K        | 24        | CU                 |  |
|             | 1          | 269                     | RABA                    | Glaval               | E450         | 2019   | 3   | 4                      | 8                                | Gas       | >14K        | 24        | CU                 |  |
|             | 1          | 270                     | RABA                    | Glaval               | E450         | 2021   | 1   | 5                      | 10                               | Gas       | >14K        | 24        | CU                 |  |
|             | 1          | 271                     | RABA                    | Glaval               | E450         | 2021   | 1   | 5                      | 10                               | Gas       | >14K        | 24        | CU                 |  |
|             | 1          | 272                     | RABA                    | Glaval               | E450         | 2021   | 1   | 5                      | 10                               | Gas       | >14K        | 24        | CU                 |  |
|             | 1          | 273                     | RABA                    | Glaval               | E450         | 2021   | 1   | 5                      | 10                               | Gas       | >14K        | 24        | CU                 |  |
|             | 1          | 274                     | RABA                    | Glaval               | E450         | 2021   | 1   | 5                      | 10                               | Gas       | >14K        | 24        | CU                 |  |
|             | 1          | 275                     | RABA                    | Glaval               | E450         | 2021   | 1   | 5                      | 10                               | Gas       | >14K        | 24        | CU                 |  |
|             | <b>18</b>  |                         | <b>In-Service Total</b> |                      |              |        |     |                        |                                  |           |             |           |                    |  |
|             | 1          | 308                     | Shasta County           | Glaval               | E450         | 2019   | 3   | 4                      | 8                                | Gas       | >14K        | 24        | CU                 |  |
|             | 1          | 309                     | Shasta County           | Glaval               | E450         | 2019   | 3   | 4                      | 8                                | Gas       | >14K        | 24        | CU                 |  |
| <b>3</b>    |            | <b>In-Service Total</b> |                         |                      |              |        |     |                        |                                  |           |             |           |                    |  |

**APPENDIX D**  
**FTA REQUIRED FEDERAL CLAUSES**

## 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, leases, subcontracts, arrangements, other third party Contracts 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. § 200.334. 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 in accordance with 2 CFR § 200.337.
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 in accordance with 2 CFR § 200.337.

## RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
  - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
  - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
  - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
  - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
  - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,



Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### Clean Air Act

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

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

## **CIVIL RIGHTS LAWS AND REGULATIONS**

The following Federal Civil Rights laws and regulations apply to all contracts.

### **1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency 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 Contract, 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.

**5. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **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:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency 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.

The contractor 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 Agency 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. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency'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. 49 C.F.R. § 26.53(f) (1).

## **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 (42 U.S.C. § 6201).

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will

receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **NOTICE TO THIRD PARTY PARTICIPANTS**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "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. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) 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, Agencies, 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.

c) 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.

d) 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]:

e) 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.

## **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of

any subagreement.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## 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.

## NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## PATENT RIGHTS AND RIGHTS IN DATA

### Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **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.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information.

d. See also § 200.471.

## **PROMPT PAYMENT**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

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

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

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

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 Agency.

### **Distracted Driving**

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

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **TERMINATION**

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### Termination for Convenience (Professional or Transit Service Contracts)

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

### Termination for Default (Supplies and Service)

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 Agency may terminate this contract for default. The Agency 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 of 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 Agency.

### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 Agency.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. 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 Agency.

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## **VIOLATION AND BREACH OF CONTRACT**

### **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 authorized representative of the agency. 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 agencies authorized representative. 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

### **Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **Remedies:**

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

**Rights and Remedies:**

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 Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

# Federal Certifications

## CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

---

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR 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 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  - 1. Debarred,
  - 2. Suspended,
  - 3. Proposed for debarment,
  - 4. Declared ineligible,
  - 5. Voluntarily excluded, or
  - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  - 2. Violation of any Federal or State antitrust statute, or,
  - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

a. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

a. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

- a. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - 1. Equals or exceeds \$25,000,,
  - 2. Is for audit services, or,
  - 3. Requires the consent of a Federal official, and
- b. It will require that each covered lower tier contractor and subcontractor:
  - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

### **Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

APPENDIX E  
REDDING AREA BUS AUTHORITY REQUEST FOR PROPOSALS  
GENERAL CONDITIONS

1. PUBLIC INFORMATION

All submitted proposals and information included therein or attached thereto shall become public record upon their delivery to RABA. Proposals may be reviewed by outside interested parties after all proposals received for a particular project have been reviewed and the intended awardee has been selected.

By submission of a proposal, Consultant understands and agrees that RABA is subject to the California Public Records Act (Cal. Gov. Code section 62500 et seq.), and that all or part of the proposal submitted by Consultant may be subject to disclosure therein regardless of whether the proposal or part thereof is marked as proprietary. RABA reserves sole discretion to determine whether disclosure is necessary under State law, and Consultant hereby releases RABA from all liability relating to such disclosure. RABA shall have no obligation to litigate the issue of disclosure under the Act on behalf of Consultant.

2. RFP ADDENDA

RABA reserves the right to amend, alter, or revoke this RFP in any manner at any time. At RABA's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers. It is the responsibility of all interested parties to verify the existence of addenda visit RABA's website: [https://rabaride.com/resources/procurement\\_opportunities.php](https://rabaride.com/resources/procurement_opportunities.php) or City of Redding Purchasing at: [https://www.cityofredding.gov/government/departments/purchasing/bid\\_opportunities.php](https://www.cityofredding.gov/government/departments/purchasing/bid_opportunities.php)

3. PROPOSAL PREPARATION COSTS

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the consultant.

4. PROPOSALS

All proposals will be firm for a period of ninety (90) calendar days following the required date of submission unless an alternate time frame is stated in the Request for Proposal.

## 5. DEVIATIONS

If there are any deviations from the specifications set forth herein, the proposer shall note the deviations in his proposal. Failure to note a deviation from the specifications may be grounds for rejection by RABA of that particular proposal. Where deviations are noted, RABA reserves the right to accept a proposal containing such deviations provided that, in the sole opinion of RABA, the deviation or deviations so noted do not affect the overall capability of the alternative item or process proposed to perform the function for which it is to be acquired and such deviations result in lesser total cost to RABA for the subject item or service.

## 6. WITHDRAWAL OF PROPOSAL

Any proposer may withdraw their proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Such requests are to be directed to RABA Clerk.

## 7. SELECTION PROCEDURES

Proposals submitted will be subject to RABA's selection procedures for technical and/or professional consultants. Accordingly, final selection will be based upon overall capability to perform services and not exclusively upon cost of services.

RABA may make any investigation it deems necessary to determine the ability of a Proposer to carry out the obligations indicated in the Request for Proposal and the submitted Proposal. At RABA's sole discretion, the Proposer shall furnish to RABA all information and data for this purpose if materials submitted by, or investigation of, any Proposer fails to satisfy RABA that the Proposer is properly qualified to carry out the stated obligations.

RABA reserves the right to accept the proposal that is in the best interest of RABA. RABA's decision shall be final.

## 8. RIGHT TO REJECT PROPOSALS

RABA reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

## 9. AWARD OF CONTRACT

The award of the contract, if it is awarded, shall be made on the basis of availability of budgeted funds and to a responsible contractor who presents the best value to RABA per the Federal Transit Administration (FTA) Circular 4220.1E as amended.

## 10. CITY OF REDDING BUSINESS LICENSE

The awarded Vendor or Consultant may be required to obtain a City of Redding Business License per [Municipal Code 6.02 – Business Licenses](#).

*6.02.020 It is unlawful for any person to be engaged in business in the city without having a valid license from the city to do so, in compliance with any and all regulations contained in this chapter pertaining to the business, unless the person is exempt under the provisions of this chapter. No person who is an employee, or the direct representative of a licensee, shall be required to pay a license fee for doing any part of the work of the licensee.*

The selected proposer shall execute a contract with RABA within ten (10) working days after notification of selection, unless the time for execution has been extended for good cause at the sole discretion of RABA. Failure of the selected proposer to meet contract submission requirements (e.g. insurance) or failure to timely execute a contract with RABA may result, in the sole discretion of RABA, a decision to select from the remaining proposers or to call for new proposals.

## 11. INSURANCE REQUIREMENTS (IF APPLICABLE)

Consultant shall designate the Redding Area Bus Authority, 777 Cypress Avenue, Redding, CA 96001 as a Certificate Holder of the insurance. Consultant shall furnish City with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be submitted electronically via the PINS Advantage system. A link will be provided for the Consultant, or their insurance agent, to enter and upload documents directly to PINS Advantage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved in PINS Advantage by the RABA Risk Manager prior to the commencement of contracted services. RABA may withhold payments to Consultant if adequate certificates of insurance and endorsements required have not been submitted as described above or provided in a timely manner.

# PINS<sup>®</sup>Advantage

The City of Redding uses PINSAdvantage.com to track Insurance Certificates and all related documents!

## HOW IT WORKS?

PINS begins with the **City of Redding**. The **City of Redding** logs into PINS and emails a request for insurance to the **Vendor/Contractor**. The **Vendor/Contractor** forwards the email onto their **Insurance Agent(s)**. The **Insurance Agent(s)** logs into [www.PINSAdvantage.com](http://www.PINSAdvantage.com) and completes the insurance certificate online.



## WHAT TO LOOK FOR?

**Vendor/Contractor** will receive an email from: [noreply@pinsadvantage.com](mailto:noreply@pinsadvantage.com)

Thank you for your cooperation!

For PINS support or questions on how to use PINS,  
please contact [support@pinsadvantage.com](mailto:support@pinsadvantage.com)