



Yolo Transportation District

REQUEST FOR PROPOSAL

RFP #24-01

SHORT-RANGE TRANSIT PLAN 2024-2031

Courtney Williams

Senior Transportation Planner, YoloTD

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KEY RFP DATES (Subject to change):

Issue Date:	1/23/2024
Pre-Proposal Meeting:	2/13/2024 *Updated 2/5/24
Deadline for Questions:	2/19/2024 * Updated 2/5/24
Submittals Due Date:	3/1/2024
Contract Award Date:	4/9/2024

LATE PROPOSALS WILL NOT BE ACCEPTED.

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1. Request For Proposal

1.1 Invitation

The Yolo County Transportation District (hereinafter “YCTD”) is seeking proposals from responsible firms for YCTD RFP #24-01, A Short-Range Transit Plan

1.2 Procurement Schedule

The Procurement Schedule is the following

Date of issuance:	January 23rd, 2024
Date of Pre-Proposal Meeting:	February 5th, 2024, at 10:30am
Questions Due:	February 12th ,2024
Proposals Due:	March 1st, 2024, at 4:00pm
Contract Award Date:	April 9th, 2024, at 4:00pm

This schedule is tentative and may be changed by YCTD at any time.

1.3 Inquiry and Questions

Effective immediately upon release of the Request for Proposal (RFP) and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to Courtney Williams, Senior Planner at cwilliams@yctd.org

1.4 Pre-Proposal Conference

A pre-proposal conference will be held via Zoom/Teams webinar at 10:30 AM Pacific Time on February 5th, 2024. Firms wishing to participate may request more information by sending an email to Cwilliams@yctd.org no later than 5:00 PM Pacific Time February 3rd, 2024. Firms that RSVP via email prior to the deadline will receive dial-in information. All prospective proposers are encouraged to attend.

1.5 Organization of Proposal Materials

To enhance the comparability and facilitate evaluation, all proposal responses must be organized as follows:

1. Table of Contents
2. Cover Letter
3. Proposal - Please see Section 4 SRTP Proposal Requirements for a detailed description of what should be included in each of the following sections:
 - A. Technical approach and functionality
 - B. References/past performance
 - C. Service and Deployment plan
4. Attachment A - Price Proposal
5. Attachment B - Submission Form

1.6 Proposal Submissions

Proposals are to be submitted electronically via email to Courtney Williams Senior Planner at Cwilliams@yctd.org before the submission deadline. The YCTD email system does not accept

attachments larger than 10 MB. If your proposal is near this size or greater, please mail two USB drives containing your proposal to:

A SHORT-RANGE TRANSPORTATION PLAN RFP #24-01
Yolo County Transportation District
Attn: Courtney Williams, Senior Planner
350 Industrial Way
Woodland, CA 95776

1.7 Amendment and or Postponement

YCTD reserves the right to postpone, for its own convenience, the deadline for submitting proposals. Further, YCTD reserves the right to unilaterally revise or amend the scope of work up to the time set for submitting proposals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective proposers and a copy will be posted on YCTD's website. The deadline for submitting proposals shall be at least five (5) working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for submitting proposals. Proposers are requested to acknowledge receipt of all addendums as part of the technical proposal. Failure to acknowledge an addendum will not automatically disqualify a proposer, but failure to address any changes in the proposal may lead to a lower score than would otherwise be the case. Any Proposer whose proposal has already been submitted to YCTD when the decision to postpone is made will be afforded the opportunity to revise or withdraw their proposal.

1.8 Acceptance Period

Proposals shall remain valid for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of sixty (60) calendar days from the date of submission of the Best and Final Offer.

2. Evaluation and Selection Process

2.1 Responsiveness

In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the RFP, and YCTD must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected. Proposers are expected to agree with the terms contained or referenced herein Attachment C. Proposers should therefore not make any changes to these terms, nor restate any provisions in their Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the RFP. YCTD is under no obligation to entertain or accept any such specific exceptions.

YCTD will accept proposals that offer exceptions to YCTD’s general terms and conditions. YCTD may negotiate such exceptions with Proposers that fall within the overall competitive range. Should YCTD and a proposer fail to come to acceptable terms, that proposer shall be eliminated from consideration for contract award.

YCTD will appoint an Evaluation Committee to evaluate all proposals submitted for this project. To be acceptable, proposals shall not be more than 50 pages using twelve (12) point or greater font size with 1 inch margins and standard spacing. The total pages does not include the table of contents, cover letter, price proposal or required forms.

2.1 Evaluation and Selection Criteria

Initial Evaluation

All proposals will be initially evaluated and ranked by the Evaluation Committee based on the weighted evaluation criteria in Table 1.

2.2 Evaluation Form

Each member of the Evaluation Committee shall complete an evaluation form for each proposal submitted. The final rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

Criteria	Point Totals
Project Understanding and Approach	20
The proposal demonstrates that the firm has the ability to help YCTD develop short range transportation plans	
Project Work Plan and Schedule	25
Relevant Experience	20
Team Qualifications	25
The proposal demonstrates that the firm has a track record of successfully developing transit analysis and federally approved / certified short range transit plans. The proposal demonstrates that the firms’ expertise, creativity, conciseness towards developing SRTPs based on staff experience tied to the contract.	
Proposal Cost	10
Total	100 points

2.3 Further Discussion/Clarification

After determining which of the proposals are within the competitive range, the Committee will schedule interviews for the top ranked proposal candidates. If the Committee determines it is in the best interest of YCTD to enter negotiations with the proposers in the competitive range, the committee may submit, only to the proposers in the competitive range, questions regarding their proposals which it feels are appropriate for discussion or which need additional clarification.

Proposers shall be prepared to respond, in writing, to all questions within the time frame

provided by the Evaluation Committee. If deemed necessary by the Committee, oral interviews and discussions with the proposers may be required.

2.4 Re-Evaluation (if necessary)

When discussions (if conducted) have been completed, the technical proposals from the proposers in the competitive range shall be re-evaluated and ranked on the basis of documented changes and modifications to the proposals. All changes or modifications to the proposal must be documented in writing to be considered in the re-evaluation.

2.5 Interviews Discussion, and Negotiations

Interviews

The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range.

2.6 Negotiations

The committee or designated members of the committee may negotiate with each Proposer whose proposal falls within the competitive range. Each Proposer remaining within the competitive range at the close of negotiations may be invited to submit a "Best and Final Offer."

2.7 Best and Final Offer

The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

2.8 Contract Award

Award will be made to the responsible firm whose proposal is most advantageous to YCTD.

2.9 General Terms and Conditions

Contract

YCTDs Standard Contract Terms and Conditions are included as Attachment C.

Any contract resulting from this RFP may be subject to a financial assistance contract/agreement between YCTD and the California Department of Transportation (Caltrans), and between YCTD and the U.S. Department of Transportation, Federal Transit Administration (FTA). The contract shall be governed by all applicable state and federal regulations.

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained in this RFP. Upon acceptance of the offer, and upon award of the contract to the successful proposer (if any), this procurement solicitation document, together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the contract documents. The contract shall be a firm, fixed-

price contract. Proposer warrants that employees who participate in this project will be compensated in accordance with the law.

2.10 Contract Term

Term is dependent upon submitted proposals.

3.Introduction

YCTD is looking for a contractor to develop a federally approved Short Range Transit Plan (SRTP) will guide Yolobus operations towards providing a sustainable, efficient, and effective system through maximizing service and minimizing cost impact. The goal of our SRTP is to remain federally compliant by updating our pre-existing SRTP to provide revised analysis that will serve YCTD from 2024-2031 that includes an overview of YCTD, planning context of Yolobus services, overview of existing operational service, goals, performance, and prior recommendations, analysis of fixed route service, analysis of paratransit service, analysis of microtransit service, marketing, overview of fleet and facilities plan, and a financial analysis of Yolobus Services.

A Short-Range Transit Plan (SRTP) generally plans out transit services, demographic analysis, financial outlook, and capital operations. The SRTP planning period is generally five years, but SRTPs may cover a longer period, typically seven to 10 years. Through the SRTP update process, the transit system, fleet needs, capital and operating costs and revenues, and new transit services or projects are assessed, and recommendations made. YCTD's last SRTP was prepared in 2014 and covered the fiscal year (FY) 2014 to FY 2021 time. With feedback from the Board, contents and the process for a new update will be intended for 2024-2031.

A Comprehensive Operational Analysis (COA) is a planning document comprises an analysis of an existing transit system, identifies deficiencies, and proposes recommendations to meet the goals and criteria set forth in the COA. In 2020 YCTD completed the 2020 COA with the goal to evaluate ridership, productivity, levels of service, service cost estimates, propose administrative policies, position re-classifications, performance analysis of paratransit services, service expansion recommendations, and collect outreach results from public engagement events. The results from the prior COA were never fully realized due to the impacts of COVID-19 on Yolobus service, which was reduced by 50%, along with regional traffic changes conditions through the implementation of tele-working from major job providers (UC Davis, California state agencies). Moving out of the post COVID-19 era, a new COA is needed to evaluate the comprehensive impacts of COVID-19 while accounting for new travel demand data based on the traffic conditions of a regional teleworking environment.

3.1 YCTD Overview

YCTD is the Consolidated Transportation Services Agency (CTSA) and the Congestion Management Agency (CMA) for Yolo County. The agency's goals is to provide alternative transportation to the general public and transit dependent individuals in the County.

YCTD is most known today as the operator of Yolobus, fixed route bus service that serves Woodland, West Sacramento, Davis, Capay Valley, the Sacramento International Airport and

downtown Sacramento. The agency also provides Paratransit service for residents within its fixed route service area to comply with the Americans with Disabilities Act (ADA) and limited microtransit service in the rural communities of Knights Landing and Winters (see details under “Existing YCTD microtransit services”). All of these transit services are provided under contract with Transdev. Going forward, YCTD will have a greater emphasis on multimodal mobility, complementing multi-city fixed route service with microtransit, the development of intercity bicycle/pedestrian trails, and projects to integrate multimodal improvements into local streets, roads and highways within Yolo County.

4. Scope of Work Tasks for Short Range Transit Plan

The provided work description serves as a framework. Proposers are urged to develop a thorough Scope of Services delineating the tasks essential for a successful SRTP Update. This should capture the professional experience and judgment of the consultant team, taking into account Yolo County, Unincorporated cities within Yolo County, the Yolobus Fixed-route, Paratransit and microtransit services.

4.1 Project Management:

Proposals shall identify consultant approach to Project Management to ensure completion of the project on time and on budget. At a minimum, this task should include:

- a) A Kickoff Meeting will be held to confirm the project work plan and schedule, confirm communication protocols and initiate data collection.
- b) Regular team meetings to ensure ongoing communication and early identification and resolution of issues.
- c) Monthly invoices and progress reports.

Deliverables

1. Meeting agendas and meeting notes
2. Updated Work Plan and Schedule as needed.
3. Monthly invoices with progress reports

4.2 Existing Conditions Analysis:

Collect and review existing information, reports, and operational data, including but not limited to:

- a) Review recent customer surveys conducted by Yolobus and YoloTD Planning for the Yolo 80 and Yolo Active Corridors Program
- b) Review Yolobus and YoloTD operating and financial reports and data (to be provided by YCTD team) including Annual Performance Reports, Unmet Transit Needs reports and Federal Transit Administration triennial review findings, transit financial reports and grant activity

c) Review local and regional transit planning documents including existing Yolobus SRTP, UC Davis Long Range Development Plan, Yolo Transportation District YoloGO plan, SACOG Next Generation Transit Study, Yolobus Bus Stop Inventory Report

e) A detailed overview of the study area demographics including geography, population trends, housing and household characteristics, income level and identification of low-income communities, race and ethnicity data, Limited English proficiency data and other recommended demographic characteristics.

f) For Yolo County Transportation District, the consultant will at a minimum compile and identify the following information:

1. Service area and clients served.
2. Service changes since adoption of the last SRTP
3. Hours of operation and level of service
4. Ridership/passenger counts
5. Boarding/alighting data Collected Yolobus NTD (data will be conducted separately by consultants)
6. On-time performance data
7. Fare structure
8. Existing Facilities
9. Operating budget, funding sources and financial information
10. On-time performance data, GIS layers of Existing Routes with Stops, and ridership data

Deliverables

1. Internal Draft Existing Conditions Report
2. Based upon one set of staff comments, Final Existing Conditions Report for inclusion in the SRTP Update
3. Existing Conditions Report that includes tables, maps and graphics sections Yolobus, to be Incorporated into SRTP

4.3 Community Engagement:

Proposals shall include development of a Public Engagement Plan that includes a comprehensive strategy to solicit meaningful public participation that is consistent with the Yolobus Title VI Plan and FTA Environmental Justice guidance, including outreach to low income, minority and Limited English Proficient (LEP) populations. Proposers are encouraged to identify innovative outreach methods, but at a minimum the outreach efforts should include:

a) Development a spreadsheet of a list of names, emails and points of contact related to major employment centers, businesses, non-profits, etc.

b) Development of content including graphics and images for project web page to be hosted by Yolo County Transportation District

c) Consultant interviews with YoloTD and key community Stakeholders to gauge their understanding of Yolobus operations and how those operations can be enhanced to serve the

community. Stakeholder representatives will be selected in consultation with City of Davis, and Unitrans and may include representatives from the Citizens Advisory Committee, the Bicycle, Transportation and Street Safety Commission, the Senior Commission, City of West Sacramento, City of Winters, City of Woodland, SacRT, UC Davis Administration and Student Leadership, disability, and social services groups; representative leaders in low-income areas; and Spanish speaking community groups. While subject to negotiation, consultants should assume twelve (12) in-person (or virtual) stakeholder interviews.

d) Development of a virtual survey to measure and understand community opinions on existing services, gauge reactions to proposed services, and receive demographic information. The online survey will be hosted on the Yolo County Transportation District website. On-board survey effort should focus on the distribution of a QR code or similar links to minimize paper waste and manual data processing. Yolo County Transportation District staff can assist in survey distribution on-board fixed-route buses. Options should be made available for input by LEP populations and persons with no or limited ability to access a virtual survey.

e) Popup Events, Community Open Houses, or other innovative outreach strategies made to maximize community engagement during the existing conditions and alternatives analysis phases of work at Transit Centers, the Davis Farmers Market and/or other locations identified by the project team in coordination with the consulting team conducting outreach for the Unitrans and City of Davis SRTP public outreach campaign. While subject to negotiation, consultants should assume five (5) Popup Events and one (1) Community Open House.

f) Two (2) meetings of the Citizens Advisory Committee during development of the SRTP

g) One (1) Executive Directors Meeting for review of the SRTP

Deliverables

1. Public Engagement Plan
2. Content for Yolo County Transportation District web page
3. Online Survey
4. Public Engagement Materials for Community Meetings and Popups
5. Meeting materials, including PowerPoint presentations
6. Public Participation Summary to be Incorporated into SRTP

4.4 Goals, Objectives and Performance Standards:

Consultant shall develop goals and objectives for the SRTP Update. Consultant will also evaluate existing Yolobus performance standards and if needed recommend new or revised existing service standards that reflect the current service and operating environment and industry best practices for similar service types.

Deliverables

1. Internal Draft Goals and Objectives

2. Based upon one set of project team comments, Draft Goals and Objectives for public review
3. Based upon one set of public review comments, Final Goals and Objectives for inclusion in the SRTP Update
4. Draft Performance Standards for Yolobus
5. Based upon one set of project team comments, Final Performance Standards for Yolobus for inclusion in the SRTP Update

4.5 Service Alternatives:

Consultant shall develop and analyze service alternatives for Yolobus consideration of cost effectiveness and efficiency; meeting local goals for transit service and greenhouse gas emission reduction; ease of use for all community members (including persons with disabilities, older adults and persons with limited mobility, LEP populations and other diverse populations with barriers to access), safety, comfort, cleanliness; on-time performance; and environmental justice equity strategies to address any disparities. At a minimum, consultant should develop several service alternatives and evaluate these service scenarios based upon goals, objective and service standards; the service alternatives should consider the following:

For Yolobus fixed route service, develop and analyze service alternatives that may include but not be limited to:

1. Eliminating, restructuring and/or re-defining of service areas with poor performance, as defined by the Performance Standards, with the objective of improving transit performance and increasing ridership.
2. Special Focus Areas Bus Rapid Transit Service
 - a. Consider rapid bus service in West Sacramento,
 - b. Consider rapid bus service between Woodland and Davis
3. Determine the best method for maximizing Beeline service to the Unincorporated Cities in Yolo County
4. Incorporates the following Transit Oriented Projects as Mitigation Projects to Offset the VMT Expansion of Yolo 80 Managed Lanes Project
 - a. Operations Yolo 80 Mitigation Projects 1 Voluntary Trip Reduction Program in Yolo County
 - b. Microtransit in Yolo County
 - c. Subsidize Monthly Transit Passes in Yolo County
 - d. Reduction of Transit Fares
 - e. Expand Causeway Connection Route 138

For paratransit and Microtransit service, develop and analyze service alternatives that may include but not be limited to:

1. Review and recommendations for the hours of service

2. Review of current scheduling and operating practices including a review technology advancement for ride scheduling and data collection that may assist in driver scheduling and other operational tasks.

For both services, develop and analyze service alternatives that may include but not be limited to:

1. Consideration of microtransit services including discussion of opportunities (i.e. hours of service, days of service, geographical considerations) and constraints (i.e. operational, staffing, capital, technology and financial considerations).
2. Explore areas of coordination and collaboration of fixed route and demand response services.
3. Opportunities for enhanced bicycle integration with transit.
4. Review fare structures and opportunities for alignment with nearby transit agencies; evaluate the option for free fares and removal of fare boxes, and possible impacts to ridership and overall funding.
5. Review preventative and routine maintenance practices.
6. An analysis of the service alternatives shall include but not be limited to consideration of:
 7. An estimate of probable operational cost, including any savings or increases from current operations.
 8. Projections of vehicle and other capital needs for future demand and associated costs.
 9. A planning-level comparative analysis of effects upon environmental justice communities.

Deliverables

1. Internal Draft Service Alternatives analysis for Yolobus
2. Microtransit Service Alternatives analysis for Yolobus
3. Based upon one set of project team comments, Draft Service Alternatives for each service for Public Review and Incorporation into the SRTP
4. Labor Force Evaluation Memo
5. Capital costs including:
6. Planning-level analysis of feasibility and locations for public right-of-way improvements to facilitate public transit including:
7. Bus Stop Improvements. Locations and standards for Shelters, Secure Bike Parking, Lighting, Real-time information (delays, detour announcements, etc.)
8. Route 42A/B Signal Prioritization at W. Capitol Ave (W. Sac), Anderson / Russell Blvd / Fifth Street (Davis), Downtown Sac. Main Street / East Street (Woodland)

4.6 Service Plan Recommendations SRTP

After public and stakeholder comments and based upon project team direction, the Service Plan shall be finalized.

1. Model and Analyze using 2023 traffic data along Interstate-5 North Bound and South Bound, Interstate-80 East Bound and West Bound the corridors connecting to Woodland, Sacramento International Airport, Downtown Sacramento, West Sacramento, Davis, Vacaville, and Fairfield using available cell-phone data, Caltrans and SACOG Traffic Demand Models.
2. Re-time the existing YoloBus Routes using the existing schedule and overlay the newly timed routes against the 2022 traffic data to identify areas where the schedule can be adjusted to incorporate efficiencies towards implementing future service changes.
3. Compile collected analysis in Sections 2,4,5,6 to incorporate into the SRTP

Deliverables

1. Internal Draft Service Plan with Phasing recommendations for selected service alternatives SRTP
2. Based upon one set of project team comments, Draft Service Plan for SRTP

4.7 Financial Plan:

Consultant will develop a 10-year Financial Plan for existing and planned services for each agency. The financial analysis will project anticipated operational and capital costs and realistic transit revenues from fare collection funds, Federal Transit Administration funds, other grants, joint funding with adjacent jurisdictions, fare structure alternatives, and private partnership opportunities. Financial plan shall at a minimum include:

- a) Review the current financial condition of YoloBus, including an evaluation of cost trends and the historical use of funds including formula-based payments to YCTD), grants, and other sources, and guidance on the appropriate need for resources.
- b) Development of at least three financial scenarios of future expenses and revenues. On the expense side, meet requirements for maintaining current operations and possible future service expansions, while considering maintenance, rehabilitation, technology enhancements, and capital costs (vehicle replacement and expansion, bus stop upgrades, and other capital projects). On the revenue side, identify, analyze and provide realistic projections for transit revenues from farebox revenue, Federal Transit Administration funds, joint funding with adjacent jurisdictions, fare structure alternatives, and private partnership opportunities, or other funding sources and grants that may be available. The three financial scenarios should include one fiscally conservative outlook and funding plan, one funding plan that forecasts current practices (status quo), and one funding plan that forecasts a cost savings that is connected to expanded service and the cost to operate expanded service.
- c) Identify and develop strategies to help ensure continued transit funding in Yolo County.

Deliverables

1. Internal Draft Financial Plan for YoloBus
2. Based upon one set of project team comments, Financial Plan for each service for incorporation into SRTP

4.8 Short Range Transit Plan:

Consultant shall compile the work products and incorporate into a comprehensive SRTP for review and comment by YoloBus staff. The SRTP shall include formatting to YoloTD Marketing Specifications concise and clear writing, and an emphasis on graphics and visual presentation.

Deliverables

1. Internal Draft SRTP
2. Based upon one set of project team comments, Draft SRTP for public review and presentation at the YoloTD Executive Board and Citizens Advisory Committee
3. Notification materials for the Draft SRTP

Final SRTP

Consultant shall deliver products specified in the RFP to YoloTD in an approved format, consistent with YoloTD branding and design guidelines, for printing and binding. Print copies may be provided in PDF format. The report shall be provided in an electronic format that can be edited by YoloTD staff (Adobe Creative Suite or InDesign, MS Word, and Excel for spreadsheets), with all data sources and supporting materials. All electronic files are to be delivered to YoloTD upon project completion. Attachment A- Price Proposal

Attachment A Price Proposal Form

Task/Item Deliverable	Unit of Measure Hrs.	Unit Price (USD)	Quantity	Total Price
Required Items/Tasks				
4.1 Project Management				
4.2 Existing Conditions Analysis				
4.3 Community Engagement				
4.4 Goals Objectives and Performance Standards				
4.5 Service Alternatives				
4.6 Service Plan Recommendations S RTP				
4.7 Financial Plan				
4.8 Short Range Transit Plan				
			Subtotal	
			Sales Tax	
			Grand Total	

Attachment B- Submission Form

Legal Name of Company:	
Primary Office Address:	
Telephone Number:	
Email Address:	
DUNS Number:	

1. Proposer acknowledges receipt of RFP 24-01 and Addenda No. (s) _____
2. Proposer acknowledges its familiarity with requirements defined in Scope of Work
3. This offer shall remain valid for _____ calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of _____ calendar days from the date of submission of the Best and Final Offer.
(minimum 60)

Signatory's Name:	
Signatory's Title:	
Email:	
Date Signed:	
Signature of Person Authorized to Bind Proposer:	

Attachment C Standard Contract Terms and Conditions

**YOLO COUNTY TRANSPORTATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH [NAME OF CONSULTANT]
AGREEMENT NUMBER RFP# 24-01**

This "Agreement" is made as of this ____ day of _____, 2024 [leave date blank until all parties have signed or until YCTD approves], by and between the Yolo County Transportation District, a municipal corporation ("YCTD"), and [add consultant's full name, for example, "XYZ Sales Corporation" or "ABC Consulting, LLC" or "ABC Enterprises, LP" or "John Smith, dba Smith Consulting"], a [add type of legal entity and state of entity formation or incorporation, for example, a "California Corporation" or a "sole proprietor"] ("Consultant").

RECITALS

A. YCTD desires to obtain professional planning services to provide transit service evaluation and planning assistance from a consultant with significant fixed-route service evaluation, route design, and scheduling/operations planning experience to support development of an short-, mid-, and long-range Transit Plan, that include a Financial Plan, Service Recommendations and for the portion of the Yolobus fixed-route bus system that affects Yolo County.

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

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

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

AGREEMENT

NOW, THEREFORE, YCTD and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to YCTD the services described in Exhibit A ("Scope of Work") [attach YCTD's description of the services to be provided and Consultant's proposal and mark as Exhibit A]. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any

document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. YCTD shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to YCTD which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

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

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of [enter maximum amount in written and numeric form, for example – "ten-thousand, five-hundred dollars and no cents (\$10,500.00)"]. YCTD's Director of Planning, is authorized to pay all proper claims for work completed.

3. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of YCTD and may be used, reused or otherwise disposed of by YCTD without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to YCTD all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that YCTD utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 4 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

4. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to YCTD pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by YCTD or its designated representative. Copies of such documents or records shall be provided directly to the YCTD for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where YCTD has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, YCTD may, by written request, require that custody of such documents or records be given to the YCTD. Access to such documents and records shall be granted to YCTD, as well as to its successors-in-interest and authorized representatives.

5. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of YCTD. Contractor shall have no authority to bind YCTD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against YCTD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by YCTD.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither YCTD, nor any elected or appointed boards, officers, officials, employees or agents of YCTD, shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of YCTD.

(c) Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to YCTD's employees. Contractor expressly waives any claim Contractor may have to any such rights.

6. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit [X] "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

7. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither YCTD, nor any elected or appointed boards, officers, officials, employees or agents of YCTD, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

8. PREVAILING WAGE LAWS

It is the understanding of YCTD and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

9. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

10. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against YCTD for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse YCTD for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by YCTD.

11. CONFLICTS OF INTEREST.

- (a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of YCTD or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Executive Director. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of YCTD in the performance of this Agreement.
- (b) YCTD understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of YCTD relative to such projects. Any future position of YCTD on such projects shall not be considered a conflict of interest for purposes of this section.
- (c) YCTD understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

12. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- (a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than YCTD without prior written authorization from the Executive Director, except as may be required by law.
- (b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Executive Director or unless requested by the YCTD Attorney of YCTD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives YCTD notice of such court order or subpoena.
- (c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then YCTD shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.
- (d) Contractor shall promptly notify YCTD should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and

the work performed thereunder. YCTD retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with YCTD and to provide YCTD with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by YCTD to control, direct, or rewrite said response.

13. INDEMNIFICATION.

- (a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless YCTD and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor, in the performance of professional services under this Agreement.
- (b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless YCTD, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.
- (c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of YCTD to monitor compliance with these requirements imposes no additional obligations on YCTD and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend YCTD as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the YCTD only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term “design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) YCTD's Negligence. The provisions of this section do not apply to claims occurring as a result of YCTD's sole negligence. The provisions of this section shall not release YCTD from liability arising from gross negligence or willful acts or omissions of YCTD or any and all of its officials, employees and agents.

14. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit [X] “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by YCTD as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Executive Director. Contractor agrees to provide YCTD with copies of required policies upon request.

15. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. YCTD has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the YCTD. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling YCTD to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 15 “Termination of Agreement.” YCTD acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

16. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify YCTD of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

17. TERMINATION OF AGREEMENT.

(a) Termination for Convenience. YCTD may terminate this Agreement, in whole or in part without cause, by providing Contractor thirty (30) days advance written notice of termination before terminating the Agreement. If this Agreement is terminated, YCTD shall be liable only for payment under Section [X] "Compensation and Method of Payment" of this Agreement for services rendered before the effective date of termination. Acceptance of such final payment by Contractor shall constitute a complete accord and satisfaction as between the Contractor and YCTD. Such notice shall be given by certified or registered first class mail and addressed to the Contractor's address stated below, or any updated address provided to YCTD during the Term of this Agreement. Contractor by written notice may terminate this Agreement, in whole or in part, by at least one hundred eighty (180) days advance written notice to YCTD. Such notice shall be given by certified or registered first class mail and addressed to the YCTD address stated below, or any updated address provided to Contractor during the Term of this Agreement.

(b) Termination for Cause. If YCTD notifies Contractor of a default under Section 16 "Default" and Contractor fails to cure the default within the time frame provided, YCTD may terminate this Agreement immediately. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

(c) Property of YCTD. Upon termination of this Agreement by either Contractor or YCTD, all property belonging exclusively to YCTD which is in Contractor's possession shall be returned to YCTD. Contractor shall furnish to YCTD a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section [X] "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section [X] "Compensation and Method of Payment" of this Agreement.

18. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the YCTD may give notice to Contractor specifying the nature of the default and providing the Contractor a timeframe to cure the default. The YCTD may hold all invoices until the default is cured. If Contractor does not cure the default to YCTD's satisfaction in the timeframe given, the YCTD may take necessary steps to terminate this Agreement under Section 15 "Termination of Agreement." Any failure on the part of the YCTD to give notice of the Contractor's default shall not be deemed to result in a waiver of the YCTD's legal rights or any rights arising out of any provision of this Agreement.

19. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of YCTD, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

requirement for written modifications cannot be waived and that any attempted waiver shall be void.

By written notice or order, Agency may, from time to time, order work suspension or make changes to the Services to be provided by Contractor. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this Agreement, Contractor shall promptly notify Agency thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Contractor from complying immediately with the notice or order issued by Agency.

25. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

26. FEDERAL PROVISIONS.

Agency will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally-required provisions included in Exhibit [X] hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit [X] and the body of this Agreement, Exhibit [X] shall control.

27. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Agency of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

28. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Yolo, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in Sacramento.

FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause Agency to be in violation of the FTA terms and conditions.

2. Access to Records. The following access to records requirements apply to this Agreement:
 - a. Where YCTD is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide YCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until YCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

implementing regulations and other implementing requirements FTA may issue.

b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

4. Disadvantaged Business Enterprises.

- a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of

Disadvantaged Business Enterprises (DBE) is 10%. YCTD's overall goal for DBE participation is __ %. A separate goal has not been established for this procurement.

- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
- d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from YCTD.
- e. The Contractor must promptly notify Agency whenever a DBE subcontractor performing work related to this Agreement 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 Agency.

5. 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.

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

7. No Obligation By The Federal Government

- a. YCTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to YCTD, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations,

"Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, 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 Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

9. Suspension and Debarment

- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by Agency. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

11. Clean Water - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to YCTD and understands and agrees that YCTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
12. Lobbying – Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
13. ADA Compliance – The Contractor will be required to meet all requirements of the Americans with Disabilities Act of 1990 (ADA) and any and all regulations and rules adopted pursuant thereto in performing its Agreement with YCTD necessary to assure the project is in complete compliance with ADA.