

VICTOR VALLEY TRANSIT VVTA representing the

communities of Apple Valley, Adelanto, Hesperia, Victorville and San Bernardino County

Request for Proposals

Web-Based Application, Database and Reporting for the San Bernardino Regional Vanpool Program

RFP # 2012-03

August 20, 2012

PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 P.M., HESPERIA LOCAL TIME THURSDAY SEPTEMBER 27, 2012 17150 Smoketree Street Hesperia, CA 92345

CA-04-0226

I. RFP SUMMARY

Service Requested: Web-Based Application, Database and Reporting for the

San Bernardino Regional Vanpool Program

Contract Type: Standard Agreement

Number of Contracts: One

Contract Amount: Not-to-Exceed \$130,000.00

Duration: Three (3) Years with three (3) one-year options

DBE/UDBE Goal: No Contract Specific Goal

Payment Method: Time and Materials

Deadline for Questions 5:00 p.m. Hesperia local time on Wednesday August 29,

Re: RFP 2012 - E-mail only to RFPQuestions@vvta.org

Proposals Due: 3:00 p.m. Hesperia local time on Thursday September

27, 2012 to this address: VVTA, 17150 Smoketree St,

Hesperia, CA 92345

17150 Smoketree Street, Hesperia, CA 92345 (760) 948-4710 www.VVTA.org

VVTA CONTRACTOR INFORMATION FORM PROPOSER TO COMPLETE AND RETURN FORM WITH PROPOSAL

Company Name:	
Address:	
Company Type (circle one): Sole Proprietorship, Partnership, Corporation,
or other (descr	ibe):
Federal Tax I.D. N	umber:
Identification of	Person Authorized to Execute Agreement
Contact Name:	Title:
Phone:	FAX:
E-mail:	
Proposal Point o	f Contact during Submittal/Evaluation
Contact Name:	Title:
Phone:	FAX:
E-mail:	
Is your Firm a C	ertified Disadvantaged Business Enterprise
(DBE)?	No Yes – CUCP Certification #:
9	be utilizing certified Disadvantaged Business firm(s) as Subcontractors under this Agreement?
	No
	Hispanic Male
	Subcontinent Asian Male African American Asian Pacific American Native American
	Woman

VVTA RFP # 2012-03

For Web-Based Application, Database and Reporting for The San Bernardino Regional Vanpool Program

I. INTRODUCTION

VVTA is seeking Proposals from qualified firms for professional services to develop and implement a Web-Based Application, Database and Reporting System for the San Bernardino Regional Vanpool Program ("Project" or "Program"). The successful Proposer will provide VVTA with a fully tested Program that allows a thousand plus users to access applications, database information, submit monthly reports, and other forms, which in turn will "roll up" into a master database and generate specific reports for VVTA to submit to various 3rd party databases and websites. The Program will facilitate at startup an anticipated 250 vanpools and must be able to handle a minimum of 1,000 vanpools and be scalable to accommodate future growth. Activities include not only development, testing and implementation, but also post implementation activities that will include ongoing maintenance and program updates/enhancements during the contract term. This effort will be funded in combination with Federal and local funds. Upon a notice-to-proceed from VVTA, the system must be developed, tested and implemented within a targeted four (4) month period.

This Request For Proposal (RFP) describes the Project, the required Scope of Services, the Contractor selection process and the minimum information that must be included in the Proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disgualification.

The contract, if awarded, will be awarded without consideration of race, religion, color, age, sex, or national origin.

II. BACKGROUND

VVTA is a Joint Powers Authority that provides public transit bus service for the communities of Adelanto, Apple Valley, Hesperia, Victorville, Phelan, Wrightwood, Pinon Hills, Helendale, Oro Grande, Lucerne Valley and certain unincorporated areas of San Bernardino County.

VVTA is governed by a Board of Directors with a city councilmember or county supervisor representative from each entity: City of Adelanto, Town of Apple Valley, City of Hesperia, City of Victorville and the County of San Bernardino, 1st District. For information about VVTA and the services provided, feel free to visit VVTA's website at http://www.VVTA.org.

The Victor Valley is located approximately 90 miles northeast of Los Angeles and 45 miles north of the San Bernardino valley. Over the past several decades, the Victor Valley has seen exponential growth, as families sought affordable housing within driving range of the employment markets in the greater Los Angeles basin. An estimated forty-five (45%) to fifty (50%) percent of employed persons who reside in the Victor Valley experience long commutes to worksites outside the local communities. Given these long distance commute patterns, vanpools have been

formed over the years to provide an alternative to driving alone. VVTA has projected a minimum of 150 existing vanpools that either originate in the greater Victor Valley area and terminate within the Inland Empire, or vanpools whose destinations are within the greater Victor Valley area.

As such, VVTA has secured a federal grant to jumpstart an ongoing vanpool program, which would provide an ongoing subsidy of up to \$400 a month per vanpool, for qualified vanpools which meet certain criteria. This program replicates similar programs implemented in Los Angeles, Orange and San Diego counties. VVTA has solicited and awarded contracts to two vanpool service providers to provide vanpool leases and other operational aspects of this program. VVTA is now prepared to seek a Contractor to develop and implement a web-based system to enroll vanpools, track their progress, maintain required information in a database, upload vanpool origin, destination, and stops along the route (as well as mapping capability), maintain and update financial input by participants and leasing agencies and generate various reports. The data gathered from the vanpools will be rolled up so that VVTA can comply with requirements of the National Transportation Database (NTD). Data required includes vanpool expenses, billing, subsidies, passenger miles traveled, revenue hours operated, to name a few. An option task is for that rolled up information to be uploaded a 3rd party vendor software product, TransTrack (http://www.transtrack.org), which then submits all VVTA transit data into the NTD. In addition, vanpool routing, vanpool coordinator contact and empty seat information must be able to be uploaded into the regional rideshare database, which is under development (optional task). Activities include not only development, testing and implementation, but also include post implementation activities such as ongoing maintenance and program enhancements during the contract term.

III. BRIEF SUMMARY OF PROJECT AND SERVICES DESCRIPTION

- A. General. VVTA, is seeking Proposals from qualified Firms to develop, implement and maintain a web-based application, database and reporting system for the San Bernardino Regional Vanpool Program, which will be located at VVTA offices located at 17150 Smoketree Street, Hesperia, California, 92345. The services will include general management, ongoing support and coordination of the system to ensure proper implementation of new technologies, as well as System troubleshooting.
- **B. Services.** As more fully detailed in Attachment A: Scope of Services, VVTA is seeking to contract for system development services that will include, but not be limited to, the following: system administration, system design, development, testing, implementation, managing and configuring the system to be compatible with VVTA's network (if needed) and users, troubleshooting hardware/software, database servers (if proposed), integration of certain data fields and reports into 3rd party databases and software (the regional rideshare database under development and TransTrack system, optional tasks). Periodic on-site visits to VVTA, as required, for installation or upgrading of equipment, training and special projects. Activities include not only development, testing and implementation, but also post implementation activities will include ongoing

maintenance and program enhancements during the contract term. The proposed System must be available on a 24/7 basis during 99.9% of the time.

IV. MATERIALS FURNISHED BY VVTA

All software, data, reports, surveys, drawings, and other documents furnished to the Consultant by VVTA for the Consultant's use in the performance of services shall be made available for use in performing the assignment and shall remain the sole property of VVTA. All such materials shall be returned to VVTA upon completion of services, termination of the Contract, or other such time as VVTA may determine.

V. PRE-SUBMITTAL ACTIVITIES

- A. General. Proposers are cautioned not to discuss this RFP with any official, VVTA Board Member, or VVTA employee, or VVTA's operations' contractor (<u>Veolia Transdev</u> http://www.veoliatransdev.us), other than the staff identified herein. Neither Proposers, nor anyone representing the Proposer, are to discuss this RFP with any VVTA-engaged consultant or contractor for assistance in preparing a response to the RFP. Violation of this prohibition may result in disqualification of the Proposer.
- **B.** Questions Concerning this RFP. All questions relating to the RFP must be received in writing via mail, e-mail, or hand-delivery, by no later than 5:00 p.m. Hesperia local time, on Wednesday August 29, 2012, and addressed to the sole point of contact for this RFP process:

Subject: RFP #2012-03 - Written Questions

VVTA Clerk of the Board

17150 Smoketree Street, Hesperia, CA, 92345

E-mail: RFPQuestions@vvta.org

VVTA will not entertain nor respond to questions via the phone. Responses to all questions received by the above format and deadline will be e-mailed to those firms who submit their interest to propose, identified in Section V.C below.

C. Intent to Propose. All firms intending to submit a Proposal, whether they ultimately submit or not, must notify VVTA of their intent to propose. By complying with this VVTA requirement, VVTA will ensure that all interested firms are added to the VVTA list for future notifications of any addendums or changes to the RFP and Scope of Services. The Intent to Propose notification must be received by VVTA in writing via e-mail only, by no later than 5:00 p.m. Hesperia local time on Thursday September 6, 2012, and addressed to:

Subject: RFP #2012-03 - Intent to Propose

VVTA Clerk of the Board

17150 Smoketree Street, Hesperia, CA, 92345

E-mail: RFPQuestions@vvta.org

- **D. Pre-Proposal Meeting.** There will **not be** a Pre-Proposal Meeting in conjunction with this RFP.
- **E. Revision to this RFP.** VVTA reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP shall be e-mailed as Addenda to those that comply with Section V.C above. If you intend to propose and do not comply with Section V.C. above, then you will not be directly notified of possible Addenda to the RFP or other important notices regarding this RFP process from VVTA. Prospective Proposers are encouraged to promptly notify VVTA (via the contact in Section V.B above) of any apparent major inconsistencies, problems or ambiguities in the Scope of Services and/or RFP.

VI. CONTRACT TYPE

A Time and Materials Contract, with a not-to-exceed amount, if awarded, will be issued for the Project. Rates will be fixed for the term of this Contract. Any services provided by the Consultant, which are not specifically covered by the Contract, will not be reimbursed. For detailed contractual terms and conditions, refer to Attachment C, VVTA's Standard Services.

VII. VVTA'S ANNUAL ANTICIPATED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION LEVEL (AADPL) AND DISCRIMINATION POLICY APPLICABLE TO FEDERALLY FUNDED PROCUREMENTS

- A. Proposers are advised that, as required by federal law, VVTA has established an Annual Anticipated DBE Participation Level (AADPL) and it is required to report on Underutilized Disadvantaged Enterprise (UDBE) and Disadvantaged Business Enterprise (DBE) participation for all federal-aid contracts each year so that attainment efforts may be evaluated. The term 'Disadvantaged Business Enterprise' or 'DBE' means a for-profit small business concern as defined in Title 49, Part 26.5, and Code of Federal Regulations (C.F.R.). In this Section, the term 'bidder' also means 'Proposer' or 'Offeror.' The term 'Small Business' or 'SB' is as defined in 49 C.F.R. 26.65 and is synonymous with a DBE firm.
- B. This Agreement will be funded in whole or in part by the United States Department of Transportation funding and will be subject to the following requirements:
 - Federal Transit Administration (FTA) Funding Will Be Used Additional UDBE/DBE requirements related to this procurement are set forth in detail in the Standard Federal Provisions (FTA). Refer to Exhibit B of the Standard Services Agreement.
 - VVTA has not established a FTA DBE goal for this RFP; however, Proposers are encouraged to obtain DBE participation.
 - ☐ The FTA DBE Contract Specific Goal for this RFP is to be met

using minority-neutral means. No good Faith Effort (GFE) documentation is required.

- C. DBEs and other small businesses are strongly encouraged to participate in the performance of agreements financed in whole or in part with federal funds (see 49 C.F.R. 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Proposer should ensure that DBEs and other SBEs have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Proposers also are encouraged to use services offered by financial institutions owned and controlled by DBEs.
- D. It is VVTA's practice to provide disadvantaged, minority, and women-owned business enterprises, as defined in Part 26, Title 49 C.F.R., an equitable opportunity to participate in all Contracting opportunities. VVTA's agreements with FTA regarding its DBE programs, which include minority and women-owned business enterprises, are designed to administer Contracts, Contractor selection, and all related procurement activities without regard to race, color, religion, disability, political beliefs, age, national origin, gender, veteran status, or cultural background. Accordingly, no firm or individual shall be denied the opportunity to compete for VVTA Contracts by reasons so stated or implied.
- E. VVTA requires all potential VVTA Contractors to comply with Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act, as amended, and all other applicable discrimination laws. VVTA will not tolerate illegal discrimination or harassment by its Contractors.
- F. VVTA is participating as a Non-Certifying Member in the California Unified Certification Program (CUCP). Therefore, VVTA will accept DBE certification from the certifying member agencies, which certify eligibility of DBEs in accordance with 49 C.F.R., Part 26, under the CA CUCP. Listings of certifying member agencies is available in the Department of Transit, Civil Rights, Business Enterprise Program website at: www.dot.ca.gov/hg/bep.
- G. The CUCP database includes the DBEs certified from all certifying agencies participating in the CUCP. If you are looking for a certified DBE firm or want to be sure the firm you plan to subcontract with is certified, you may perform a query in the CUCP database by going to the Caltrans website at:

 http://www.dot.ca.gov/hq/bep/find_certified.htm. If you believe a firm is certified that cannot be located on the database, contact the Caltrans Office of Civil Rights Certification Unit at 916.324.8347 for assistance.
- H. If you do not have access to the Internet, contact VVTA at 760.948.4710.

I. It is the Proposer's responsibility to verify that the DBE firm is certified as a DBE at date of Proposal submittal. For a list of DBEs certified by the California Unified Certification Program, go to: www.dot.ca.gov/hq/bep/find certified.htm.

VIII. INFORMED PROPOSER

Proposers shall review the Scope of Services (identified herein as Attachment A) and the Standard Services Agreement (identified herein as Attachment C), for a complete understanding of the terms and conditions included herein. Proposers are expected to be fully aware of the conditions, requirements, and Scope of Services before submitting any Proposal. Failure to do so will be at the Proposer's own risk. By submitting a Proposal, the Proposer represents that it is capable of performing quality work to achieve VVTA's objectives identified in this RFP.

IX. CONFLICT OF INTEREST

Any person or firm that has assisted VVTA in preparing any aspect of this RFP or any cost estimate associated with this procurement is prohibited from submitting a Proposal in response to this RFP. Firms that received assistance from any such person or entity, or who will use the services of such person or entity in performing the services will be disqualified. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of VVTA.

X. ADDENDA

Any changes to this RFP will be made by written Addenda and prospective Proposers will be contacted about any and all Addenda through the procedure in Section V.C above. VVTA will not be bound to any modifications to or deviations from the requirements set forth in this RFP, or any of its Addenda, as a result of any oral discussions and or instructions. Proposers shall acknowledge receipt of any Addenda in their Proposal.

XI. WRITTEN QUESTIONS/CLARIFICATIONS

All questions and or clarifications to this RFP, must be put in writing and must be received by VVTA via email, by no later than 5:00 p.m. Hesperia local time on **Wednesday August 29, 2012**. Questions received after the date and time specified may or may not be responded to, within the sole discretion of VVTA. All questions/clarifications must be e-mailed to VVTA to the e-mail identified in V.B. above, and the e-mail Subject shall state: RFP #2012-03 Written Questions. VVTA is not responsible for failure to respond to questions that are not appropriately marked, or are not e-mailed to VVTA at the e-mail address in V.B. above, or by the deadline identified above. VVTA's responses to the questions received by the date and time identified herein, including VVTA's answers will be e-mailed to the Prospective Proposer identified in Section V.C. above, and will also be posted on VVTA's website at http://www.VVTA.org/bid.html.

XII. PRE CONTRACTUAL EXPENSES

VVTA shall not be liable for any pre-contractual expenses incurred by the firms in preparation of their Proposals. VVTA does not reimburse Proposers for the cost of proposal preparation AND the Proposer shall not include any such expenses as part of their Price Proposal. Pre-contractual expenses are defined as follows; a) preparing a Proposal in response to this RFP; b) submitting a Price Proposal to VVTA; and c) any and all expenses incurred by the Proposer to award this Contract.

XIII. PROPOSAL INSTRUCTIONS

September 27, 2012. Proposals shall be single sided with a minimum of 12 point font, at least 1.5 line spacing, and the page count shall not exceed fifty (50) pages. Excessive and redundant information regarding the proposing firm shall be viewed negatively. Proposer shall submit one (1) original hardcopy and six (6) hardcopies of the Proposal, AND one (1) PDF version on a CD or USB flash drive. Proposals submitted by facsimile (FAX) or e-mail are not acceptable and will not be considered. All Proposals are to be submitted in a sealed package, clearly marked with RFP number, RFP title, and with the company's name and address. One of the hardcopies shall be marked as "Original" with original signatures and called out in the packet. Proposals are to be submitted to:

Subject: RFP #2012-03 - Proposal Submission VVTA Clerk of the Board 17150 Smoketree Street, Hesperia, CA, 92345

Proposals received after the date and time specified herein will not be accepted and will be returned to the firm unopened.

Proposers shall include the following information in their Proposals:

A. Cover Letter

- 1. A statement requesting VVTA to evaluate the submitted Proposal.
- 2. Identification of all proposed subcontractors including, a description of the work to be performed by the firm and each subcontractor proposed for the Project, and an estimate of the percentage of work to be performed by the firm and each subcontractor proposed.
- 3. A memorandum from a principal (who has contracting authority) from each subcontractor indicating the specific portion of services the subcontractor will be performing.
- 4. Indicate the location of the office from which the majority of the work will be performed.
- 5. Respond to the following question within the cover letter: Has your firm ever been terminated from a contract before the contractual expiration date? If the answer is yes, on a separate sheet of paper on Proposer's

letterhead, addressed to VVTA, describe for each termination: the contracting agency, date of termination, as well as the facts and circumstances in detail.

- 6. Acknowledgement of receipt of all Addenda, if any.
- 7. A signed statement by an officer of the prime firm attesting that all information in the Proposal is true and correct.
- 8. Name, title, address, e-mail address, and telephone number of the person to contact concerning the Proposal.
- 9. Signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP.
- 10. That the Proposal shall remain valid for 120 days from the date of submission.

B. Proposal Content:

- **1. Table of Contents.** A clear identification of the materials by section and page numbers.
- **2. Executive Summary.** Include a not-to-exceed, one-page overview of the entire Proposal describing the important elements of the Proposal.
- 3. Qualifications, Related Experience and References. This section of the Proposal should establish the ability of the proposed firm and subcontractors (herein referred to as "Team") to satisfactorily perform the required work by reasons of:
 - a. experience in performing work of the same or similar nature;
 - b. demonstrated experience of those directly involved in this Project, in working with similar projects at other public agencies
 - c. staffing capability;
 - d. work load;
 - e. a record of meeting schedules on similar projects; and
 - f. supportive client references.

More specifically, the Proposal shall provide the following to address the above points on Team ability:

- a. Provide a brief profile of the firm, including the types of services offered; the year founded; number of years the company has been in business, form of the organization (corporation, partnership, sole proprietorship); total number of offices and locations; and total employees.
- b. Address(es) of office(s) that will work on this Project, size and location of offices and number of employees at each location.
- c. Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned

- office closures, impending merger) that may impede ability to complete the Project.
- d. A statement as to whether or not the Proposer has filed bankruptcy in the last ten (10) years and any other relevant information documenting the Proposer's financial capability to complete this Project.
- e. Describe the firm's experience in performing work of a similar nature to what is being solicited in this RFP, and the participation in such work by the key personnel proposed for assignment to this Project. Provide five (5) samples of previous work designed and programmed by the Proposer of a similar nature and purpose. VVTA recommends that the samples be submitted as links to the individual project websites with an explanation of the Proposer's and/or Team's role in implementation. Samples of transit agency or other public agency websites are preferred, but any example of quality and user friendly site will be acceptable.
- f. Provide a minimum of three (3) references, preferably similar in scope, cost and nature to the Project proposed in this RFP and are three of the five samples identified above. Furnish the name, title, address, telephone number and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed, identify the time period of the assignment as well as dollar value of the contracts. References may also be supplied from other work not cited in this section as related experience.
- **4. Proposed Staffing and Project Organization.** This section of the Proposal should establish the method that will be used to manage the Project as well as identify key personnel assigned. Specifically:
 - a. Provide education, experience and applicable professional credentials of Team and Project staff.
 - b. Clearly identify the assigned Project Manager for the Team, who will be the sole point of contact to VVTA for day-to-day operations.
 - c. Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
 - d. Key personnel.
 - i. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, how long each has been with the firm and their availability for this Project.
 - ii. Identify other major projects/assignment, and level of commitment to that assignment that each key personnel will or may be involved in, during the duration of the first year of this Contract. In this description, estimate the percentage of that key personnel's time on each external assignment as compared to that key personnel's overall work hours.

- iii. Include a statement that key personnel will be available to the extent proposed for the duration of the contract, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of VVTA.
- e. Include a Project organization chart that clearly delineates communication/reporting relationships among the Project staff, including subcontractors. All key personnel identified above, should be included I this chart.
- **5. Work Plan.** This section of the Proposal shall provide a narrative that addresses the Scope of Services (as outlined in Attachment A) and demonstrates an understanding of the Project needs and requirements. Specifically:
 - a. Describe the approach and work plan for completing the tasks specified in the Scope of Services.
 - b. Identify methods that will be used to ensure quality control as well as budget and schedule control for the Project.
 - c. Identify proposed channels of communication with VVTA, subcontractors and any other stakeholders involved in this Project, and how they will be implemented to maintain the milestone schedule.
 - d. Identify the timeline for implementation, based on VVTA requirements and include anticipated schedule for completion of work, including performance and delivery schedules indicating phases or segment of the project, milestones and significant events.
 - e. Identify any potential issues or problems that are likely to be encountered during this Project and how will they be addressed.
 - f. Include a statement of the extent to which the Proposers approach and Scope of Services will meet or exceed the stated objectives identified in this RFP. Furthermore, a discussion of how the Proposer would modify the project and/or schedule to better meet these objectives.
 - g. Proposers are encouraged to propose enhancements or innovations to the Scope of Services (Attachment A) that do not materially deviate from the objectives or required content of the Project.
- 6. Appendices. Information considered pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. However, firms are cautioned that this separate appendix does not constitute an invitation to submit large amounts of extraneous materials. Any appendices should be relevant and brief and are to be included in the fifty (50) page proposal limits.
- **7. Price Proposal Attachment B.** Proposers shall complete all pricing forms in this RFP and include them in their Proposal (refer to Attachment B, Pricing Proposal Form). Proposers shall complete all sections,

including Year 1 Development and Implementation, Year 2 Maintenance, Year 3 Maintenance and Proposal Pricing Summary of all Years, by Line Item.

- 8. Comments on the Standard Services Agreement Attachment C. The selected Proposers will be required to sign a VVTA Standard Services Agreement, which is attached to the RFP, Attachment C. Proposers are asked to include in their Proposals a written explanation of proposed exceptions to, or deviations from VVTA's Standard Services Agreement. Include all comments/deviations/exceptions, no matter how minor they may seem. VVTA reserves the right to disqualify any Consultant that does not provide a complete written explanation of its contractual exceptions, and VVTA reserves the right to disqualify any Consultant based on objections that VVTA considers non-negotiable. Be aware that VVTA does not anticipate making substantive changes to its Standard Services Agreement Terms and Conditions. Should a Proposer not identify any proposed exceptions in their Proposal, the Proposer will be deemed to have accepted the Agreement terms and conditions without exception, and shall execute the Standard Services Agreement and all Terms and Conditions as is, with no further changes.
- 9. Insurance Requirements. VVTA requires Contractors doing business with it to obtain insurance, as shown in the Standard Services Agreement RFP Attachment C. The required insurance certificates must comply with all requirements of the standards as shown in the Agreement and an original certificate must be provided to VVTA within fifteen (15) days of contract execution and prior to the commencement of any work on the Project.
- **10. Required Certifications.** Attachment D contains all submittals and certifications, which are required to be submitted along with the Proposal and are, excluded from the fifty (50) page proposal limit.
- **D.** Entire Proposal Package: The Proposal is limited to a total of 50 single-sided pages, printed on 8 ½" x 11 pages in no smaller than 12-point font, a minimum of 1.5 line spacing, and includes all responses to the RFP, including forms, resumes, project examples; however, the page limit **does not include** the front and back covers of the Proposal, cover letter, section dividers that contain no information, and required certifications as contained and required in Attachment D. Charts and schedules may be included in 11" x 17" format. Proposals shall not include any unnecessarily elaborate or promotional material, as any excessive or lengthy narrative is **strongly** discouraged. Presentations and additional materials should be brief and concise. Proposals that do not contain the required information or do not contain the required number of copies will be rejected and will not be considered. Proposals are not to be copyrighted.
- **E. Changes**: At any time during the procurement process, a firm makes any changes to proposed key personnel or subcontractors, the firm must notify

VVTA in writing of those proposed changes. VVTA reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

XIV. ACCEPTANCE OF PROPOSALS

VVTA reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals. VVTA reserves the right to withdraw or cancel this RFP at any time without prior notice and VVTA makes no representation that any contract will be awarded to any firm responding to this RFP. VVTA reserves the right to re-issue a new RFP for the same or similar services. VVTA reserves the right to postpone proposal evaluation for its own convenience. Proposals submitted to and received by VVTA are public information and upon conclusion of the evaluation period and VVTA Board selection, all Proposals will be made available to any person upon request. Submitted Proposals shall not be copyrighted. Consultant may withdraw its Proposal before the VVTA evaluation and review of Proposals, by submitting a written request signed by an authorized representative of the firm and delivered via certified mail to:

Subject: RFP #2012-03 – Withdrawal of Proposal

Attention: VVTA Clerk of the Board

17150 Smoketree Street, Hesperia, CA, 92345

XV. PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of VVTA. All VVTA public records, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by VVTA if clearly marked with the word "CONFIDENTIAL" on each applicable page. Trade secrets may be marked as "CONFIDENTIAL" only to the extent they meet the requirements of California Government Code Section 6254.7. Only information claimed to be a trade secret at the time of submittal to VVTA and clearly identified as "CONFIDENTIAL" will be treated as a trade secret. Entire Proposals in which every page is marked "CONFIDENTIAL" may be rejected by VVTA if each and every page does not meet the California Government Code Section 6254.7 referenced above.

Consistent with 49 U.S.C. 5325(b)(3)(D), before requesting or using indirect cost rate data, VVTA shall first notify and obtain written permission from any Proposer or firm subject to an indirect cost rates audit. If VVTA receives a Public Records Act request for a Proposer's or firm's indirect cost rates, pursuant to Government Code Section 6250 et seq., VVTA shall also take the above-described precautionary steps.

XVI. EVALUATION CRITERIA

A. Proposers will be evaluated based on:

1. Experience and Qualifications of the Firm:

- a. Specialized experience or knowledge of firm in developing similar web-based application, databases and reporting tools.
- b. Demonstrated competence of the firm, including sub-contractor(s) to perform requirements as outlined in the Scope of Services (Attachment A).
- c. Demonstrated experience in working with the public sector.
- d. Knowledge of transit, commuter services, rideshare and/or vanpool programs.

2. Experience and Qualifications of Key Staff:

- a. Professional qualifications and experience of key project personnel.
- b. Relevant experience of the project Team in developing similar webbased databases and reporting tools.
- c. Proposed Team/personnel's experience appropriate for technical and management requirements of the Project.
- d. Staff with knowledge of transit, commuter services, rideshare and/or vanpool programs.
- e. Time commitment of key personnel and Team members.
- f. Integrity and reputation of project Team.

3. Work Plan/Project Approach:

- a. Appropriateness of technical approach to the project as it relates to the Scope of Services (Attachment A).
- b. Understanding of the Project goals and objectives.
- c. Understanding of the Project issues and potential conflicts including user rights, data integrity and security, quality assurance of data input and upload of data to third party systems.
- d. Understanding FTA reporting requirements, inputs into the NTD webbased system, project monitoring requirements including schedules and FTA timelines.
- e. Core areas of management, customer service/sales and maintenance will be evaluated and must be are addressed in the Proposal.

Cost Effectiveness:

- a. Proposal must meet the Scope of Services (Attachment A) requirements and provide VVTA with a Proposal that is affordable and manageable to maintain by VVTA staff. Routine maintenance will have minimal disruption to the users.
- b. The cost score for each Proposal will be determined by the Evaluation Team, will be evaluated based on the pricing submittal (Attachment B, Pricing Form Proposal), and will be applied to the Evaluation Criteria outlined in this Section.

XVII. CONSULTANT SELECTION

The primary objective of this RFP, is for VVTA is to select a qualified Team regardless of size, to perform the services identified herein, at a fair and reasonable

cost. In addition, VVTA has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The evaluation process and resulting recommendation of a Contractor to the VVTA Board of Directors, will be based on clearly stated objectives identified in this RFP.
- C. Selection of the Contractor shall be based upon demonstrated competence, professional qualifications, experience, capabilities and overall best value to perform the required services identified in Scope of Services, Attachment A.
- D. Upon review of the Proposals and at VVTA's discretion, a shortlist of firms may be required to participate in an interview scheduled for **Wednesday October 3, 2012,** with a starting interview time between the hours of 9:00 a.m. and 3:00 p.m. (Hesperia local time). Interviews shall be conducted at VVTA's Office located at 17150 Smoketree Street, Hesperia, California 92345. Prospective Proposers **MUST** reserve this date and timeframe for possible interviews.
- E. The Contract will be awarded to the firm who offers the overall best value, best conformance to the RFP, and in the opinion of VVTA, most advantageous to VVTA. This is not a low-bid proposal evaluation process. The criteria o evaluate all Proposers is contained in Section XVI.A above, and evaluation will also include, but not be limited reference provided and the potential for a conflict of interest.
- F. VVTA reserves the right to reject any and all Proposals, to negotiate with any responsible, responsive Proposers, and to request a Best and Final Offer (BAFO) from one or any of the responsive Proposers. VVTA is under no obligation to award a contract for the subject services. At the conclusion of the evaluation process, the evaluation committee will recommend to VVTA's Board of Directors the firm that offers the best services and overall value to VVTA. VVTA may or may not engage in negotiations with firms who submit a Proposal, and may or may not request BAFOS; therefore, the Offeror's Proposal should contain the most favorable terms and conditions including pricing, since the selection and award may be made without any discussion with any firm.
- G. Firms who will not be awarded a contract with VVTA as a result of this RFP, may obtain a debriefing from VVTA concerning the strengths and weaknesses of their Proposals. A debriefing request may only occur **after** VVTA's Board of Directors authorizes an award. A request for debriefing must be submitted in writing to VVTA and e-mailed to RFPQuestions@vvta.org.

XVIII. PROTESTS

A. General: Protests of an interested party regarding the procurement actions of

VVTA will be considered and determined in accordance with the following procedures. A protest which is submitted by a party that is not an interested party, or which is not in accordance with these procedures shall not be considered by VVTA, and will be returned to the submitting party without any further action by VVTA. For purposes of this Part, the term "bids" includes Proposals in response to a RFP, and the term "bidders" includes Proposers.

- **B. Grounds for Protest**: Any interested party may file a protest with VVTA on the grounds that:
 - 1. VVTA has failed to comply with applicable Federal or State law;
 - 2. VVTA has failed to comply with its procurement procedures;
 - 3. VVTA has failed to comply with the terms of this solicitation; or
 - 4. VVTA has issued restrictive or discriminatory specifications.
- **C. Contents**: A protest must be filed in writing and must include:
 - 1. The name and address of the protestor;
 - 2. The name and number of the procurement solicitation;
 - 3. A detailed statement of the grounds for the protest, including all relevant facts and the Federal or State law or the provision of VVTA procurement procedures, or specific term of the solicitation alleged to have been violated;
 - 4. Any relevant supporting documentation the protesting party desires VVTA to consider in making its decision; and,
 - 5. The desired relief, action, or ruling.
- **D. Delivery**: Protests should be submitted to VVTA, via certified mail, to:

Subject: RFP #2012-03 - Protest Victor Valley Transit Authority 17150 Smoketree Street, Hesperia, CA, 92345-8305

All protests must be received at VVTA offices during normal office hours of 8:00 am to 5:00 pm Hesperia local time.

- **E. Completeness of Protest**: If any of the information required by this Section is omitted or incomplete, VVTA will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. This provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.
- **F. Timing Requirements and Categories of Protests**: VVTA will consider the following categories of protests within the time period set forth in each category:

- 1. Protests regarding solicitation process or documents. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five (5) days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by VVTA. Any protest based on such grounds not filed within this period will not be considered by VVTA. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
- 2. Protests regarding evaluation of bids or proposals. Any bid protests regarding the evaluation of bids or proposals by VVTA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with VVTA no later than seventy-two (72) hours after the protestor's receipt of VVTA's written notice of its decision or intended decision to award a contract. Any protest filed after such date/time, which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by VVTA.

G. Review of Protest by VVTA:

- 1. <u>Notice</u>. VVTA will notify the protestor within three (3) days of timely receipt of a protest that the protest is being considered.
- 2. Request for Information. In the notification, VVTA will inform the protestor of any additional information required for evaluation of the protest by VVTA, and set a time deadline for submittal of such information to VVTA. If VVTA requests additional information and it is not submitted by the stated deadline, VVTA may either review the protest on the information before it, or decline to take further action on the protest.
- 3. <u>Informal Conference</u>. VVTA may, at its sole discretion, hold an informal conference to review the merits of the issues raised by the protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by VVTA in deciding the protest if it is submitted to VVTA in writing no later than (72) seventy-two hours after the conference conclusion.

H. Effect of Protest on Procurement Actions:

- 1. Protests Regarding Solicitation Documents or Process. Upon receipt of a timely protest regarding the solicitation process or the solicitation documents, VVTA will postpone the opening of the bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless VVTA determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.
- 2. <u>Protests Regarding Bid Evaluation or Contract Award</u>. Upon receipt of a timely protest regarding evaluation of bids or the approval or award of the

contract, VVTA will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder may not recover costs resulting from any delay.

- I. Ability to Proceed: Notwithstanding the pendency of a protest, VVTA reserves the right to proceed with the appropriate step or action in the procurement process or in the implementation of the contract in the following cases:
 - 1. Where the service to be procured is urgently required;
 - 2. Where VVTA determines, in writing, that the protest is vexatious or frivolous;
 - 3. Where delivery or performance will be unduly delayed, or other undue harm to VVTA will occur, by failure to make the award promptly; or
 - 4. Where VVTA determines that proceeding with the procurement is otherwise in the public interest.
- **J. Summary Dismissal**: VVTA also reserves the right to summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been considered and adjudicated by VVTA in a previous protest in the same solicitation or procurement action.

K. Decision on Protest:

- Recommendation. After review of a protest submitted, VVTA management staff shall make a recommendation to VVTA Executive Director of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences with the protestor, and VVTA's own investigation and analysis.
- 2. <u>Decision</u>. The decision of VVTA Executive Director shall be in writing and shall be the final and binding agency action. Except in exceptional circumstances, the decision of VVTA Executive Director will be rendered within thirty (30) days after the date all relevant information is submitted pursuant to the deadlines set forth in this section.

3. Actions Following Decision

- a. If the protest is upheld, VVTA will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of Bids, revised evaluation of Bids, or VVTA determinations, or termination of the contract.
- b. If the protest is denied, VVTA will lift any suspension imposed and proceed with the appropriate stage of the procurement process or contract, as the case may be.

L. Appeals:

 Judicial Appeals. A protest adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California.

2. FTA Appeals only if Federal Funds are used in the Procurement

- a. A protestor adversely affected by a bid protest decision of VVTA Executive Director may submit a protest to the FTA in accordance with the provisions of FTA Circular 4220.1, as currently in effect as of the date of VVTA's decision on the bid protest.
- b. Under the provisions of the FTA Circular, FTA will only review protests regarding the alleged failure of VVTA to have written protest procedures or the alleged failure to have followed such protest procedures or the alleged failure to review a complaint or protest.
- c. In accordance with the FTA Circular, such protest must be filed no later than (5) five days after the protestor knew or should have known of VVTA's alleged failure listed above.
- d. Under the following conditions, VVTA may proceed with the procurement regardless of a pending protest to the FTA:
 - i. The items to be procured are urgently required;
 - ii. Delivery or performance will be unduly delayed by failure to make the award promptly; or,
 - iii. Failure to make prompt award will otherwise cause undue harm to VVTA or the Federal Government.

XIX. NEGOTIATIONS AND AWARD

VVTA reserves the right to negotiate with the selected Consultant, the resulting contract, Scope of Services and Cost Proposal. Firms are to identify in their Proposal any comments relating to the Scope of Services and/or the terms and conditions of VVTA's standard contract. VVTA reserves the right to disqualify any firm that does not provide written discussions of any disagreements it has relative to VVTA's Standard Services Agreement and Terms and Conditions (Attachment C). VVTA does not anticipate making any substantive changes to its Terms and Conditions. Proposer is advised that any recommendation for contract award is not binding on VVTA until the Agreement is approved by VVTA's Board of Directors, and is fully executed.

XX. AGREEMENT WITH FTA PROVISIONS

This Agreement requires the use of FTA Standard Provisions and applies to all Buy America and Disadvantaged Business Enterprise requirements. Those provisions are identified throughout this RFP, and required certifications to be attached to each Proposal, are contained in the RFP Attachment D.

XXI. PROCUREMENT SCHEDULE – all times are Local Time to Hesperia, CA.

A. RFP Issue Date:	Monday August 20, 2012
C. Question Submittal Deadline:	Wednesday August 29, 2012, by 5:00 p.m.
D. Responses to Questions Submitted:	Thursday September 6, 2012 by 5:00 p.m.
D. Proposal Due Date:	Thursday September 27, 2012 by 3:00 p.m.
E. Tentative Interview Date (If	Wednesday, October 3, 2012 at VVTA
VVTA Chooses to Conduct –	Offices in Hesperia – interview times will be
PROPOSERS MUST	scheduled between 9:00 a.m. & 3:00 p.m.
RESERVE THIS DAY:	
F. Tentative Board Of Directors	Monday October 15, 2012 at 9:30 a.m. at
Approval:	VVTA Offices in Hesperia

Dates are subject to change. Schedule updates will be posted on VVTA's website at http://www.VVTA.org/bid.html and also e-mailed to Proposers who submit an intent to propose, as outlined in V.C above.

XXII. INCORPORATION OF ATTACHMENTS AND EXHIBITS

A. VVTA's RFP No. 2012-03, and Contractor's Proposal in response to VVTA's RFP, are hereby incorporated by reference except to the extent they may conflict with the terms of the Standard Services Agreement. The following documents, Attachments, as well as Exhibits to the Standard Services Agreement, are also attached and incorporated by:

Attachment A – Scope of Services

Attachment B – Pricing Proposal Form

Attachment C – Standard Services Agreement

Exhibit A – Special Provisions for Service and/or Equipment Agreements

Exhibit B – FTA Standard Federal Provisions

Exhibit C – FTA Provisions for Procurements in Excess of \$100,000

Attachment D – Certifications for Federally Funded Contracts

- D.1 FTA Buy America Certificate
- D.2 Eligibility Certificate for Federally Funded Contracts
- D.3 Noncollusion Affidavit
- D.4 Subcontractor's Statement of Eligibility
- D.5 Equal Employment Opportunity Certificate
- D.6-Certification Regarding Debarment, Suspension and Other Responsibility Matters
- D.7 Certification Regarding Lobbying 49 C.F.R. Part 20, (Appendix A)
- D.8 Certification of Authenticity and Non-Collusion
- D.9 Final Report Utilization of Disadvantaged Business Enterprises,
 First Tier Subconsultants Form (Federally Funded Projects CEM-2402 (F))
- D.10 Disadvantaged Business Enterprises Certification Status Change Form CEM-2403 (F)
- D.11 Minority-Neutral/Minority-Conscious Disadvantaged Business Enterprises Monthly Participation Progress Report Form

- B. In the event of conflicting provisions, the following order of precedence will apply:
 - 1) Federal Provisions for Procurements in Excess of \$100,000 (FTA);
 - 2) Special Provisions for Service and/or Equipment Agreements;
 - 3) The Standard Services Agreement;
 - 4) RFP No. 2012-03; and
 - 5) Contractor's Proposal.
- C. Wherever the word "Proposer" "Firm" or "Team" may appear in the Attachments or Exhibits to this Agreement, it should be read as the equivalent to the word "Contractor." Wherever the words "bid" or "bidder" may appear in the Attachments or Exhibits to this Agreement, they should be read as the equivalent to the words "Proposal" or "Proposer."

Attachment A

Scope of Services

The Victor Valley Transit Authority (VVTA) is seeking to contract with a Consultant (referred throughout as Consultant, Proposer, Firm, Team or Contractor) to develop and implement a Web-Based Application, Database and Reporting System (referred throughout as Project, Program or System) for the San Bernardino Regional Vanpool Program. Activities include not only development, migration of existing data, testing and implementation, but also post-implementation activities such as ongoing maintenance and program enhancements during the contract term.

A. BACKGROUND

The greater Victor Valley is located in Southern California, north of the San Bernardino Mountains, and within the High Desert area of San Bernardino County. For the purposes of the Vanpool Program, the area served consists of the Cities of Adelanto, Barstow, Hesperia and Victorville; the Town of Apple Valley, and many surrounding unincorporated communities, such as Daggett, Fort Irwin, Helendale, Lucerne Valley and Phelan, to name a few. This area contains a residential base that often travels long distances from their home to and from their work site. As a result, vanpools have been formed to provide a cost-effective alternative to driving alone from during ones work commute. VVTA has projected that there are at least 150 existing vanpools that either originate in the greater Victor Valley area and terminate within the Inland Empire, or vanpools whose destinations are within the greater Victor Valley area.

As such, VVTA has secured a federal grant to jumpstart an ongoing vanpool program, which would provide up to \$400 a month per vanpool, for vanpools which meet certain program criteria. VVTA has solicited and awarded contracts to two vanpool service providers to lease vans to qualified vanpools (referred throughout as Partner Leasing Agencies, or PLAs). Those two agencies are Enterprise Rideshare whose website is: http://www.vride.com. The Program has been designed specifically to replicate similar subsidy programs, which have been implemented in Los Angeles, Orange and San Diego counties.

VVTA discovered that a problem area in program implementation with the existing neighboring vanpool programs, is that these agencies cite the inordinate amount of paperwork generated and staff resources needed to maintain the program. This workload (done manually by staff) includes enrolling vanpools, monitoring and tracking the vanpools, managing the PLAs, providing information to the public about available vanpools and empty seats, as well as reporting monthly and annual data into the Federal Transit Agencies' (FTA) National Transportation Database (NTD). Much of this work is managed by these agencies through a variety of methods, including mail in applications and reports, and data entry of information into Excel spreadsheets, Access databases, to name a few. As a new Program, VVTA's goal is to track and monitor this data through a web-based system that can reduce staff time, improve efficiencies and reduce errors in tracking and reporting

data into the NTD.

B. USER GROUPS

It is VVTA's intent that each user group will have different user rights, at varying levels of access and security. The user groups include:

- a. VVTA Staff and consultants review and approve applications, generate reports, review surveys, review PLAs reports/data, update/change data as needed. This user group will have access to all data and information contained in the System.
- b. Vanpool Coordinators that are Leaseholders this may be an individual who signs a lease with the PLA or may be an employer who leases with a PLA for several vanpools that primarily serve their employees. In addition to qualifying and applying to the Program, these individuals will submit monthly reports and trip data, provide data from periodic surveys, as well update the System on changes to the vanpool route, schedule and participants.
- c. Employer Rideshare Coordinators/Employee Transportation Coordinators these are individuals or a work unit at an employer, who promote and assist in the implementation of the vanpool program. This group would have access to their vanpools, participant information, routing and some of the results of the vanpool's reporting data.
- d. PLAs these vendors submit data into the system, including vanpool applications and a pdf of each vanpool lease, monthly invoices/reports, annual reports and periodic changes to the vanpool. They will also have the ability to search the System for information/reports pertinent to their vanpool leases.
- e. **TransTrack** an optional task, which would be a one-way upload from the System into this 3rd party system, for NTD reporting and compliance. Even if this optional task is not implemented, the System shall be created in such a way so that this can be accommodated at a future point in time.
- f. **VVTA Website** an optional task, which would be a one-way upload from the System into the VVTA website, to publicize vanpool routes and empty seats for vanpools in service. This also includes an empty seat finder as well.
- g. **Regional Rideshare Database** (RRD) an optional task, which would be a one-way upload from the System to this website and database, which is managed by the Riverside County Transportation Commission (RCTC) for the purpose of providing ridematching information to commuters, as well as vanpool routes and empty seats for vanpools in service.
- h. **Contractor** (who designs the system, as a result of this RFP) for maintenance, troubleshooting and assistance.

A key component of a web-based System is to enter data once so that all users may obtain up-to-date and accurate information. Due to anticipated Program growth, possible changes to the RRD, as well as likely changes to FTA's NTD reporting over time, it is imperative that the System be flexible to provide for future expansions or modifications beyond the initial System set up. In addition, other

public agencies, which administer similar vanpool programs, may at some time in the future be interested in licensing this System, or components of the System from VVTA if VVTA is the sole owner of the System or components developed. This web-based System once implemented, must accommodate the enrollment, tracking and reporting of a minimum of 1,000 vanpools and be scalable to accommodate future growth and include mapping capabilities.

C. PROJECT GOALS

VVTA seeks a Consultant to develop and implement a web-based System that has the following goals:

- a. Is user friendly, pleasing presentation, web-based system that is simple to navigate and is built to accommodate variety of users with all skill levels.
- b. Presents a website that is easy for the Vanpool Coordinator to navigate through, and to quickly input data from the vanpool trip on a daily or weekly basis.
- Uses cutting-edge software that easily interfaces with social media and other methods to communicate to users via e-mail, text messages and social media;
- d. Is a robust system that gathers data from users, employers, Partner Leasing Agencies and VVTA and places all data into one database; information is maintained so one change is made across the System, there is search ability and can generate a variety of reports for a variety of users.
- e. Data gathered is compliant with monthly and annual National Transportation Database (NTD) reporting requirements, and can be manually inputted into or automatically "uploaded" into VVTA's TransTrack System.
- f. Able to generate a variety of reports, per the user groups defined in Section B above.
- g. Tracks critical individual vanpool characteristics (such as van routes, empty seats and van capacity) so that it can be uploaded into 3rd party websites for promotional purposes, such as, <a href="www.less.com/ww.less.com/ww.less.com/ww.less.com/wls.com/wls.com/wls.com/wls.com/wls.com/wls.com/wls.c
- h. A Secure system, that is password protected and data is held safely and securely.
- i. Is a cost-effective solution that eliminates the need for hard copy documentation and reduces the need for administrative labor.
- j. Is easy for VVTA to administer and maintain, and is scalable to accommodate other programs and program growth for years to come.
- **D. GENERAL REQUIREMENTS.** The Proposer shall address all of these requirements in its Proposal, including, but not limited to:
 - a. **Capacity**. The web-based System shall accommodate at least 1,000 vanpools, be scalable to accommodate future growth, and be designed as a robust system that has the ability to expand, customize, update to future technologies, exchange with 3rd parties and/or add additional requirements or modules to the

- System. In addition, the site shall be flexible and industry-standard platform that allows for future development that is not necessarily dependent upon a Contractor.
- b. **Speed**. Application shall have fast load times using internet speed of at least 1.5 mega bites per second (Mbps).
- c. **Multiple Languages**. The System should be able to be presented in English, and the capability of representing content at a minimum in Spanish, and other user languages, using context sensitive page switching.
- d. Multiple Users (as identified in Section B above) will access the System via the web, which will require different user rights, at varying levels of access and security. This requires a specific report module that would be updated and then reviewed by VVTA staff for completeness and accuracy prior to accepting the updated information. VVTA staff and/or its Consultants would perform other inputs. VVTA will be assigned an Administrator log in and view, in order to manage the entire database, input of others and to view all reports.
- e. **Web Design Standards.** The System shall be designed using the latest web design standards, such as, but not limited to, HTML 5. Since the goal is to have access to the System via smart phones and tablet devices, there shall be no Adobe Flash built into the website or mobile site.
- f. **User Friendly Design**. The System must be "user friendly" and must have a consistent theme design throughout the website, various forms and reports, based on VVTA's color scheme and the Program's logo. The various menus, tabs and navigation should be displayed in a concise, neat and organized fashion so that the user can easily pull up the information that they are interested in without spending too much time searching for information. There shall also be help functions built into the site.
- g. **System Generated Features**. The System will generate qualification numbers, vanpool identification numbers, user names, passwords, and other features to assist in work flow and allow users to safely maintain their data. Since all work flow will be done via the web, there will be online digital signatures and features to ensure that the user is aware of this feature.
- h. **Logic Checks**. Based on a user ID and assigned vanpool number, the system will provide logic checks when new data is entered and present conflicts with prior data or within the System. For example, should there be an address change that is outside of the VVTA Program area, a pop up window will appear notifying user of the conflict.
- i. Reporting. The System must also allow for customized reports based on specific information such as vanpool, passenger, service provider, etc., as well as over a period of time (such as week, month, months or year). In addition, if user IP address can be made available (especially for user applications and changes) the accessibility of that information by VVTA is desirable.
- j. **Mapping** capabilities should also be included, that once a vanpool has applied and is verified/approved, the vanpool will be visible in a graphical/mapping interface, to view the vanpool route, specific pick up/drop off locations of passengers, beginning, stops and end times, miles travelled, and other helpful visual displays to communicate the characteristics of the vanpool. Proposer shall identify the mapping base and state the reason why the particular mapping base over others as VVTA's preference is for Google Maps or Bing.

- k. Migration of Existing Data. The Program is anticipated to begin in late summer of 2012 and the data gathered will be from Adobe Forms which will be uploaded into excel spreadsheets. In addition, some updates of data may be provided from vanpool service providers and vanpool participants, via e-mail or hard copy documentation. This information and other project information will be provided to the successful Proposer for migration into the new System. See the existing forms, created by Adobe Forms, at the end of the Scope of Services under Exhibit A.
- Communication Methods. Proposal shall offer a variety of communication methods to keep users up-to-date, including, but not limited to e-mail notifications and SMS text messages.
- m. **Hosting**. Proposer shall address hosting options. VVTA's preference is the hosting be other than VVTA (cloud based, the Proposer or third party); however, VVTA is open to alternatives as long as there is a guarantee of a minimum of 99.9% up-time, the system is safe and secure and meets the requirements contained within this RFP. Proposer shall address procedures during down times, such as how to alert VVTA, how to resolve issues, and so on. Proposer will notify VVTA of any schedule maintenance to the server that may cause the System to go down, and notification will be made at least ten (10) business days in advance of the scheduled down time.
- n. **Partners**. The Contractor must be available to work with current and future outside vendors in the development and implementation of this system, including, but not limited to RRD, VVTA's website and TransTrack.
- o. Proprietary Software and Code. Because this Project is being funded with federal funding, it is VVTA's intent that the Product be owned solely by VVTA and available for use in the public domain at VVTA's discretion. However, should a firm propose enhancements to an existing proprietary software product, VVTA will entertain that type of Proposal. If applicable, VVTA reserves the right to have software developed under VVTA's contract, not incorporate proprietary and/or third party software components. This does not preclude the development of deliverables which interface with commonly-available off-the-shelf software. However, Proposers must determine in advance whether VVTA already has, or is willing to procure, appropriate licenses for any proprietary and/or third party software that would be required. Proposers must also provide the impacts of any optional upgrades. Should a Contractor propose in part or in its entirety proprietary software, then the Contractor is required to place the software code in escrow or propose an alternative to allow for the ability to transfer any code used by the system to a third party in the event that the vendor goes out of business or is otherwise unable to continue to provide services.

E. TASKS AND DELIVERABLES

The following tasks and deliverables are presented for Proposer's consideration. If the Proposer chooses a different approach, that is permitted as long as that approach meets the Scope of Services and RFP requirements. The Proposer will then submit a complete description of the approach following the RFP requirements (tasks, deliverables, and schedule). Note that the further a Proposer deviates from these Tasks and Deliverables, the more difficult it is for VVTA to compare apples to apples – therefore, VVTA recommends following as close as possible to the main

task schedule, as identified below.

TASK 1: Project Management and Reporting. The successful Proposer will designate a single point of contact (Project Manager) for the duration of the Contract. Identify all tasks in sufficient detail to permit task-by-task assessment of progress based on milestones, deliverable accountability, resource identification and allocation. During the development and implementation phases, Consultant shall provide weekly status reports, including work completed, work planned for next week, problems encountered and planned resolutions of those problems. Consultant shall propose best approaches for communication and problem-solving during the term of the Contract. Once VVTA accepts the System and VVTA determines that the Project is in the maintenance phase, then Contractor reporting shall be monthly along with monthly invoices (unless an incident or additional work is assigned, then that reporting shall be as needed).

Deliverables: Weekly Status Report during development and implementation, Monthly Status Reports during Maintenance and As Needed Updates and Reports.

TASK 2: Project Planning and Approach. The Contractor will produce, at a minimum, the following documentation:

- a. A logical approach to address and solve VVTA's requirement.
- b. A Work Breakdown Structure, Dictionary, and Index, which decomposes the Scope of Services.
- c. A project plan using a scheduling tool indicating who is responsible for each task.
- d. An assessment of the critical path and resources, to ensure the completion of the Scope of Services on time and within budget.
- e. A Resource Matrix indicating human and capital requirements including personnel assigned and number of hours per task.
- f. Identify all tasks in sufficient detail to permit task-by-task assessment of progress based on milestones, deliverable accountability, resource identification and allocation.

Deliverables: Final Project Implementation and Management Plan, Work Breakdown Structure and Resource Matrix.

TASK 3: System Development. These activities will include, at a minimum, the following:

- **a. Requirements Definition and Acceptance.** The Proposer must provide an analysis and a recommendation of the best approach to meet the overall goals of the System including user rights and associated costs.
- **b. Database Design, Documentation, and Acceptance**. The Proposer will furnish the elements necessary to depict the System application data entry, database and user information output design.
- c. Database Dictionary. The Proposer will integrate existing Project information and allow for the incorporation of additional information that the

- user may enter on the System.
- **d. Internal Data Integration.** The web-based database will allow for readable and efficient report display and generation, including mapping displays.
- e. Web Based Data Entry. The Proposer will develop a Data Entry graphical user interface that meets the needs of project monitoring requirements. Entered data will be verified by the System. If data cannot be verified by the System, then the user will be asked to double check data. If the data is not verified, the applicant/user will be provided VVTA contact information for further assistance.
- f. Web-Based User Query/Reports. The Proposer will develop the capability of generating reports and queries to integrate the display of various data sources allowing for a readable and efficient report display including mapping capabilities/displays. The database will also be designed to accommodate future report modifications or new reports.
- g. Data Security. The Proposer will provide VVTA with documentation and a plan as to how to safely and securely manage sensitive data. This is critical as there will be sensitive information uploaded into the system (applicant's home address, phone numbers and drivers' license numbers). Therefore, keeping all information contained in this System safe and secure is key and critical to the evaluation of this Proposal.
- h. Mapping Capability. The Proposer will integrate mapping capability into the System and determine the best integration methodology. Imagery and other information at a large scale will display at between five (5) to ten (10) seconds.
- i. Mobile Site. The Proposer will create a web-based version that accommodates mobile computers (3" X 2" screens used by smart phones) for participants to input statistics/information on the vanpool travel and user information. The site will be password protected and will include inputs needed to comply with NTD reporting, including, but not limited to fields included in Section G below. Proposer shall provide the participant an option for daily as well as weekly input of data. The site will be accessed through smart phones and tablets, must be compatible with all mobile browsers and needs to be cross-browser compatible (Internet Explore, Firefox, Chrome, Safari, to name a few).
- j. Americans With Disabilities Act (ADA) Requirement. Proposer shall ensure that the website and mobile site comply with all applicable accessibility guidelines including ADA as well as the Web Content Accessibility Guidelines developed by the Web Accessibility Initiative.
- **k. Simultaneous Users**. System shall have access for 500 users are any given time
- I. **Download Capabilities.** End users shall be able to download and print reports, applications and other information from the System.
- m. **Availability.** System proposed must be available on a 24/7 basis during 99.9% of the time.

Deliverables: Database dictionary, system design, ADA compliance memorandum, beta version of the website and mobile site.

TASK 4: System Test Plan and Implementation. A testing period with a workable prototype, and subsequent acceptance-testing period, either period not to exceed 15

business days, shall be performed, during which VVTA shall evaluate the System to ensure satisfaction with its functions and conformance with requirements. There shall be an internal testing period, a test period that includes a select number of vanpools that will in a dual manner use the System and the existing process (to compare/contracts/identify any issues), and possibly a second live test period with a larger select group of vanpool participants/applicants. At the completion of each testing period, VVTA will provide a letter of acceptance or failure. Items requiring correction at either test period shall be corrected by the Consultant with ten (10) calendar days. This phase shall include testing the System on various browsers and platforms, as well as the mobile site, for quality assurance.

Deliverables: Final Test Plan and upon acceptance of final testing, final product.

TASK 5: Other Activities.

- a. Training and User Guide. The Proposer will provide training to all designated users on how to optimize the System for their specific purpose. The System will not only have online help features for users, but will also have online help capabilities for VVTA and designated administrators. Any online or hardcopy Training and Guides shall address these multiple user groups identified in Section B above. Manuals will include detailed instructions for data entry, data migration options, information access, report generation and printing procedures. Two (2) three (3) hour training sessions will be conducted on site at VVTA, for basic administration and advanced administration training, with Consultant providing all materials for the classes.
- **b. Database System Expandability.** The System is expected to allow for future expandability of additional vanpools, as well as new requirements and/or data fields from the FTA. The Proposer must indicate how the System would allow for these provisions.
- c. Daily Backup, System Interruption and Disaster Recovery. The Proposer will address how the System will continue in the event of a disaster, during a System or host interruption (planned or unplanned), how data will be recovered in the event of a System failure or emergency, as well as daily backup of the System to ensure that the System is operable in the event of an unforeseen event (power outage, disaster, and so on). This shall be accomplished through the development and approval of VVTA of a Disaster Recovery Plan, Daily Backup Plan and a Redundancy Plan to ensure 99.9% up-time.
- d. Maintenance Plan. A maintenance plan must be included that identifies post-implementation maintenance/updates and associated (monthly and/or annual) costs. This plan must address the maintenance of the System post implementation (during year 1), as well as during the 2nd and 3rd year of the contract.

Deliverables: Training and User Guide, Disaster Recovery Plan, Daily Backup Plan, Redundancy Plan and Maintenance Plan.

TASK 6: Optional Modules and Features. VVTA has defined the following subtasks as optional, and should be proposed and priced, as such. VVTA may or may not implement these modules, and implementation is dependent on

pricing and cost.

- a. **Optional Module A TransTrack**: VVTA currently interfaces with TransTrack, for all of its fixed route, paratransit and express route NTD reporting. It is preferable that the data gathered to comply with NTD, be "uploaded" into the 3rd party TransTrack system.
- b. Optional Module B VVTA Website: Upload of vanpool route, mapping, empty seats and other vanpool characteristics, into the VVTA website. Examples of the types of modules desired, can be found at <u>LA Metro's website</u> at http://www.gometro.net/seatfinder.asp or on <u>OCTA's website</u> at http://www.octa.net/commuters/vanpools/seats.aspx. A graphical display of the route (mapping) would also be preferred.
- c. **Optional Module C RRD:** Upload of vanpool route, mapping, empty seats and other vanpool characteristics, into the RRD website.
- d. Optional Module D Other: Should the Proposer identify any additional options, features or modules that would assist VVTA in better delivery of the System to the users, that are beyond this Scope of Services, the Proposer may identify those modules, the cost as well as the benefit to VVTA.

Deliverables if Proposed: Optional Modules and Features Plan and Costs.

F. Consultant Requirements

The Consultant shall have extensive knowledge and experience with building and developing web-based public service applications, database and reporting systems, including integration and implementation, information architecture development, usability testing, and graphic user interface design among core competencies. In addition, the selected Contractor should demonstrate experience in creating and developing websites that employ proven techniques, methodologies, and best practice for web interaction/usability, and demonstrate the ability to work collaboratively with VVTA. The level of experience as evidenced by successful implementation of projects in other similar or larger agencies is one of the crucial elements of the selection criteria. It is essential that the Proposer have the ability to work well in a knowledge transfer mode in addition to actual hands-on work. The Proposer should be familiar with public agency project management, transit funding and reporting processes as well as current technologies in system development. Knowledge and expertise in online mapping and integration of maps with the data gathered is important.

G. VVTA Vanpool Applications, Forms and Reports

WARNING: If you are a potential applicant to the VVTA Vanpool Program – these forms shall not be used to apply to the Vanpool Program. The links below are for consideration in the VVTA RFP No. 2012-03 proposal process ONLY. For applicant/user information about the VVTA Vanpool Program and process, contact VVTA directly by e-mail.

Below, all Applications, Agreements, Forms and Reports have been constructed in Adobe Acrobat Forms Central, and are available online at the attached links, for

consideration in the development of potential Proposals in response to this RFP. These forms have been designed so the user can save the forms and finish later. When forms are submitted, the user receives a confirmation e-mail with all of the data inputs, VVTA is notified and all data from the forms are uploaded into excel spreadsheets, which are reviewed and maintained by VVTA. The worksheets referenced below have been constructed in Microsoft Excel and shall also be incorporated into the web-based system (those worksheets will be provided directly to Proposers that comply with Section V.C. of RFP). Proposers shall assume that the System developed will be based on the questions, input, fields, flow and logic contained in the Adobe forms below. The System shall be constructed in such a way as to add flexibility to add additional forms and/or reports, within the Pricing Proposal Form in Attachment B. Note that the forms below are currently being tested with a select group of vanpools, and they are subject to change. Also, until the VVTA NTD reporting system is updated and final, the exact inputs required for the TransTrack reporting system may also change.

A. Participant/Applicant Applications, Forms, Worksheets and Reports – Contractor will combine reports 5 and 6 (see C.5. below) and have mobile site functionality as more fully defined in Task 3.i and j above. Each hyperlink links to Adobe Form Central and any input into each for, for testing, is allowed – the data inputted will not go into the vanpool database.

1. Qualification Application

Link: https://adobeformscentral.com/?f=fEtAUBuM2YMu7bl1e91Fvw

2. Participant Application

Link: https://adobeformscentral.com/?f=xnflXeQMvVeRluk%2A7OaV8A

3. Participation Agreement

Link: https://adobeformscentral.com/?f=zigdCggKkA7Pzl3BPrgxew

4. Participant Update Form

Link: https://adobeformscentral.com/?f=VcLibCZpgBj3T8gnWrSTtg

5. Participant Monthly Vanpool Report

Link: https://adobeformscentral.com/?f=K1vIDx7V1XDYy6W%2ABCkWdA

- a. Participant Monthly Vanpool Trip Report Worksheet (a PDF of worksheet is attached at the end of the Scope of Services)
- 6. Participant Vanpool Survey

Link: https://adobeformscentral.com/?f=oTOViw2f-q0DCP3bfL%2A4CA

a. Participant Survey Worksheet (a PDF of worksheet is attached at the end of the Scope of Services)

B. Contractor Application, Forms and Reports:

1. Contractor Application

Link: https://adobeformscentral.com/?f=fpNDZKztV4ljANBjQ7Y3Cw

2. Contractor Update Form

Link: https://adobeformscentral.com/?f=K3m4aypECMYeu3UZcaGnPQ

3. Contractor Monthly Report & Invoice Form

Link: https://adobeformscentral.com/?f=hAE4cVUrJCIVZ5n9%2A76V1Q

4. Contractor Annual Vehicle Inventory Report

Link: https://adobeformscentral.com/?f=V1OX8bFygemKt38NYtuOeg

- b. Contractor Annual Vehicle Inventory Worksheet (a PDF of worksheet is attached at the end of the Scope of Services)
- 5. Contractor Annual Lease Expense Form

Link: https://adobeformscentral.com/?f=ttVu0yM45tf%2A-TlbgL2HRg

- c. Contractor Annual Lease Expense Worksheet (a PDF of worksheet is attached at the end of the Scope of Services)
- 6. Contractor Annual Lease Pricing Update

Link: https://adobeformscentral.com/?f=bzSGFY17IfhgUpAQ0ckaDA

- d. Contractor Annual Lease Pricing Worksheet (a PDF of worksheet is attached at the end of the Scope of Services)
- C. **Reporting features** will be flexible and easy for VVTA and users to amend, update and manipulate. Reports shall include, but not be limited to:
 - 1. **Monthly Vendor Report** this summaries all of the qualified vanpools by leasing partner agency, by participant name and vanpool ID, so as to use as a check and balances for monthly invoices from Vendors. It will also include any other activity by vanpool, such as vanpools terminated, added, applied for and so on.
 - 2. **Vanpool Change Report** identifies a history of changes to a particular vanpool, such as history of route changes, participant changes and occupancy history.
 - 3. **Quality Assurance Reports** Identifying names of participants with similar names, origins and destinations (to ensure no double dipping), and reports that identify vanpools with less than 70% occupancy, to name a few.
 - 4. Public Reports that would be provided to the VVTA Board or other interested parties, on an as needed basis, that summarizes by defined period: total vanpools paid subsidies for the period, vanpools added/deleted/in operation, vanpools and subsidy payments by vendors, total number of passengers, miles traveled, and other statistics.
 - 5. Monthly, quarterly and annual reports that are inputs into the NTD. TransTrack has identified the following data needs that will be inputs into the System from vanpool users (Participants) and Contractors (PLAs). This data will be "uploaded" into their system, in a comma separated value (csv) format, and includes:
 - A. It is VVTA's intent that with a System developed as a result of this RFP, the Participant's reporting shall provide sufficient detail, so that VVTA can gather all data from so as to become NTD compliant with the daily/weekly inputs. Therefore, the information contained in the **Participant Monthly Vanpool Trip Report Worksheet**, identified in 5a above and the **Participant Survey Worksheet**, identified in 6a above, shall be combined. In summary, the inputs which are required into TransTrack, include by day the vanpool is in operation:
 - 1. VVTA van number
 - 2. Date
 - 3. The Sytem will generate the name of the passengers in the System, along with their documented travel patterns (origin, destination, miles traveled easy way, trip time) by passenger
 - 4. The System will allow any changes to the contained dates each day

- 5. Odometer readings for beginning and ending of the trip per day and resulting total miles travelled each day.
- B. Contractors' (PLAs') **Annual Vehicle Inventory** / **End of Year Mileage** as of June 30th of each Year. Inputs will come from spreadsheets in 4a and 6a above, and in general, include:
 - Vehicle # a.
 - b. Model
 - VIN# C.
 - d.
 - e.
 - f.

 - In-Service Date h.
 - Last Service Date
 In-Service Miles i.
 - j.

- k. Last Service Miles
- I. Manufacture Year
- m. Manufacturer

- License # n. Vehicle Type
 Ownership o. Fuel Type
 Funding Source p. Seated Capacity
 ADA Accessibility q. Standing Capacity
 - r. Useful Life
 - s. Vehicle Length (in feet)
 - t. Life to Date Miles as of June 30th

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VVTA Daily Vanpool Trip Information

Reporting Month/Yr:		20															VANPOOL																
VVTA Van Number:						Note: fill in white cells only - cells in green are calculated automatically.																											
# Seats in Van:																														BH. VVI	TOR		
Day of the Month:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	5 1	7	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Trip To Work																																	
Total Passengers																																	
Trip Time in Minutes																																	
Trip Distance in Miles																																	
Total Days Commuting																																	
Average Pass @ Day																																	#DIV/
Average Miles @ Day																																	#DIV/
Trip From Work																																	
Total Passengers																																	
Trip Time in Minutes																																	
Trip Distance in Miles																																	
Total Days Commuting																																	
Average Pass @ Day																																	#DIV/
Average Miles @ Day																																	#DIV/
Commute Totals																																	
Total Passengers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	()	0	0	0	0	0	0	0	0	0	(0	0	0	0	0	
Total Time in Minutes	0	0	n	n	n	n	0	0	0	0	n	0	n	n	n	,)	0	0	0	n	0	n	n	n	0	١	0	n	n	0	0	
Trip Distance in Miles	0			n	0	0			0		0	_		0	0)	0	0	0	0	0	0	n	0			0 0	0	0	0	0	

Instructions: Reporting Timeframe: in cell B2 above, identify the Reporting month (January or February or March, and so on) and Year in 02/12 format.

Van #: in cell B4 above, identify your VVTA vanpool number. If you are not sure, contact VVTA at vanpool@vvta.org. This is not the van ID assigned by your leasing agency. Seats: in cell B6 above, identify the total number of seats in the van, including driver and all passengers, which will be equal or less thean the total passengers transported. Save the file in this format: VVTA Van ID + 2 Digit Year + 2 Digit Reporting Month.xlsx or .xls. Example: a Van ID of 12VV0009 and reporting Month of Nov 2012,

the file should be saved as: 12VV0009-12-11.xlsx

Average Pass @ Day

Average Miles @ Day

Total Passengers: Record the total number of riders on board arriving TO the work location, including the driver, and number of riders on board departing FROM the work location, including the driver.

Trip Time in Minutes: Record total trip time from van start to van end; use whole numbers only. Example, 45 minutes = 45. One hour and 30 minutes = 90.

Trip Distance in Miles: Record total trip distance from van start to van end; use whole numbers only. For example, 33.67 miles = 34. 24.23 miles = 24.

#DIV/0!

#DIV/0!

VVTA Vanpool Participant Survey

Section 1: Vanpool Information

VVTA Vanpool Number:
 Date Survey Was Assigned:
Actual Date of Survey:
Participants in Vanpool:



Passei	ngers
7	8

Section 2: Vanpool Participants ' Trip Distance	Driver	1	2	3	4	5	6	7	8	9	10	11	12	13	14
First Name															
Last Name															
Was this Passenger present on this Survey Date for the trip from home TO WORK?															
Odometer reading when Driver started the trip from home TO WORK:															
Odometer reading as Driver Ended the trip from home TO WORK:															
Total Driver Trip Distance from home TO WORK (2d 2e):															
Was this Passenger Present on this Survey Date for the trip from work TO HOME?															
Odometer reading as the Driver Started the Route from Work TO HOME:															
Odometer reading as Driver Ended the trip from work TO HOME:															
Total Driver Trip Distance from work TO HOME (2g - 2f):															

Section 3: Vanpool Trip Time
Time the Driver Started the Route from Home TO
WORK:
Time the Driver Ended the Route from Home TO
WORK:
Total Trip Time in Minutes from Home TO WORK:
Time the Driver Started the Route from Work TO
HOME:
Time the Driver Ended the Route from Work TO
HOME:
Total Trip Time in Minutes from Work TO HOME:
Time the Driver Started the Route from Work TO HOME: Time the Driver Ended the Route from Work TO HOME:

Annual Vehicle Inventory Worksheet

Contractor:	
Fiscal Year:	



#	Vehicle ID	Total # of Vehicles in Fleet		Manufacturer Code	Vehicles		Accessible Vehicles with Ramps/Low Floor	Fuel Type Code	_	_	Starting Odometer	Ending Odometer	Total Miles on Active Vehicles	Ave. Lifetime Miles Per Active Vehicle
1														
2														
3														
4														
5														
6														
7														
8														
9	•									·	·		•	
10	•									·	·		•	
11											·		•	
					0	0	0						0	

Annual Lease Expense Summary Worksheet

Contractor:	 VANPOOL
Fiscal Year:	 Phy VVTA ORG

	Expense Object Class	Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration	Capital Expenses	Total Expenses
Labor	Salaries & Wages						
	Fringe						
	Services						
Materials	Fuel & Lubricants						
	Tires and Tubes						
	Other Materials & Supplies						
Others	Utilities						
	Causality & Liability Costs						
	Taxes						
	Miscellaneous						
Capital Expense	Revenue Vehicles						
-	Depreciations						
	Total						

San Bernardino Regional Vanpool Program

Con	tractor Nar	ne: _			
		~ ~ ~	^ D :	_	

Vanpool Vehicle Offering & Prices Per Vehicle



All vehicles below have the following minimum equipment and specifications: power steering, automatic transmission, 6-cylinder engine for vans with 8 passengers or less (6 passenger model exempted), 8-cyclinder engine for vans with 9 or more passengers, air conditioning, full floor carpeting, cloth seating, airbag(s), am/fm radio with CD player.

	Seating	Factory Bench	Luxury Captain Chair	Based on Model	Current Average Cost per Vehicle, based on Daily Round-Trip Miles of:					
Vehicle	Capacity	Seating	Seating	Year:	0-25	25-50	51-100	101-150	151-250	251-350
Large Bench-Seat Van	15	✓								
Large Luxury Van	12 to 14		✓							
Mid-Size Bench-Seat Van	12	✓								
Mid-Size Luxury Van	10		✓							
Small Luxury Van	9		~							
Mini Van	8	~								
Mini Van	7	>	·							

^{*} Vanpool vehicle lease rates are based on vehicle specifications stated. Vanpool vehicle lease rates are month-to-month as provided by the Vanpool Leasing Agency each year. Lease rates to not include any subsidy that may be applicable after lease agreement, such as the current VVTA Vanpool Program allowance, or other relevant costs that must be paid by the responsible individual such as fuel, vehicle cleaning, or additional costs not specifically stated in the Vanpool Vehicle Agreement with the Vanpool Leasing Agency. The vanpool vehicle lease rates are provided for comparison purposes only; actual rates may vary.

These rates are valid for a period of up to 365 days, starting on July 1,	for a period of up to 365 days, starting on July 1,	
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Pricing Proposal Form – Time and Materials RFP # 2012-03

Year 1 – Development and Implementation

Key Personnel – Hourly Rates are to be fully burdened, including indirect, overhead and benefits

Name	Classification/Title			urly Rate	Estimated Hours
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
	l l	5		tal Labor	\$

Other Direct Cost Schedule (ODC) - All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Subtotal ODCs		\$
Total Year 1 Costs: Labor Plus ODCs		\$

Year 2 – Maintenance/Upgrades/Enhancements

Key Personnel – Hourly Rates are to be fully burdened, including indirect, overhead and benefits

Name	Classification/Title	Job Function	Hourly Rate		Estimated Hours
			\$		
			\$		
			\$		
			\$		
			\$		
Subtotal Labor					\$

Other Direct Cost Schedule (ODC) - All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		E	Estimated Budget Amount
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
Subtotal ODCs			\$	
Total Year 2 Costs: Labor Plus ODCs		\$		

Year 3 – Maintenance/Upgrades/Enhancements

Key Personnel – Hourly Rates are to be fully burdened, including indirect, overhead and benefits

Name	Classification/Title	Job Function	Hourly Rate	Estimated Hours
			\$	
			\$	
			\$	
			\$	
			\$	
	\$			

Other Direct Cost Schedule (ODC) - All ODC's are to be proposed at cost-without mark-ups.

.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
Type of ODC		Unit Cost		Unit Cost		Estimated Budget Amount
	\$		\$			
	\$		\$			
	\$		(S)			
	\$		\$			
Subtotal ODCs			\$			
Total Year 3 Costs: Labor Plus ODCs			\$			

Three Year Project Total by Line Item

Three Year Contract Price Summary	Labor		abor ODCs		Total	
Year 1: Development & Implementation	\$		\$		\$	
Year 2: Maintenance	\$		\$		\$	
Year 3: Maintenance	\$		\$		\$	
Total	\$		\$		\$	

Name of Proposer		
Name of Authorized Person, Title		Date
Name of Authorized Ferson, Thie	_	outc
0: / / / / / / / / / / / / / / / / / / /		
Signature of Authorized Person		

Attachment C – Standard Services Agreement

AGREEMENT NO. 2012-03 BY AND BETWEEN

VICTOR VALLEY TRANSIT AUTHORITY (VVTA)

AND

FOR

WEB-BASED APPLICATION, DATABASE AND REPORTING FOR THE SAN BERNARDINO REGIONAL VANPOOL PROGRAM

This Contract, is effective on the Effective Date as defined herein, by and between the Victor Valley Transit Authority (hereinafter referred to as "VVTA") whose address is: 17150 Smoketree Street, Hesperia, California 92345; and the firm of {Name of Firm} whose address is: {Identify Address} (Hereinafter referred to as "CONSULTANT"). VVTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

WHEREAS, VVTA requires certain professional and technical services as described in Attachment A (Scope of Services) of this Contract and;

WHEREAS, CONSULTANT has confirmed that they have the requisite personnel and experience and is fully capable and qualified to do the work described herein; and

WHEREAS, CONSULTANT desires to do so for the compensation in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. DESCRIPTION OF SERVICES

CONSULTANT agrees to perform services set forth in Attachment "A", Scope of Services, (hereinafter referred to as "Services"), which is incorporated herein by reference, in accordance with standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of VVTA, with their satisfaction being based on prevailing standards in the industry.

ARTICLE 2. PERIOD OF PERFORMANCE

- 2.1 The Period of Performance by CONSULTANT under this Contract shall commence upon issuance of a written Notice To Proceed (NTP) issued by VVTA, unless agreed otherwise, and shall continue in full force and effect through October 15, 2015, or until otherwise terminated, or unless extended as hereinafter provided by written amendment.
- 2.2 VVTA, at its sole discretion, may extend the original term of the Contract for three options and one year each. The maximum term of this Contract, including the Option Term(s), if exercised will not exceed October 15, 2018.

ARTICLE 3. PRICE

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services, in compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by VVTA), shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount is {spell out amount} Dollars, (\$XX, YYY.ZZ), for Services to be provided under this Contract. Services to be provided under this Contract are to be performed as set forth in Attachment "A", Scope of Services, and shall be reimbursed pursuant to the rates identified in Attachment B "Pricing Proposal Form", which is attached to the VVTA-approved CONSULTANT's Proposal and incorporated in and made part of this Contract. The hourly labor rates identified in Attachment B, shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Attachment B. VVTA will not reimburse for any expenses not shown in Attachment B.
- 3.3 CONSULTANT shall submit invoices no more than monthly to VVTA for expenses incurred in accordance with Attachment B. CONSULTANT shall prepare all invoices in a form satisfactory to and approved by VVTA and shall be accompanied by documentation supporting each element of measurement and/or cost.
- 3.4 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by written amendment of the Contract.
 - 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to VVTA.
- 3.4.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.
- 3.5 Any services provided by CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from VVTA. It shall be CONSULTANT's responsibility to recognize and notify VVTA in writing when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with the "Changes" provision in this Contract.
- 3.6 Extra Work. At any time during the term of this Agreement, VVTA may request that CONSULTANT perform Extra Work. As used herein, "Extra Work" means any work which is determined by VVTA to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would due necessary at the execution of this Agreement. Consultant shall not perform not be compensated for, Extra Work, without written authorization from VVTA's Executive Director.

ARTICLE 4. PAYMENT

- 4.1 The compensation of CONSULTANT as provided herein shall be payable monthly period payments, forty-five (45) calendar days after receipt by VVTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.
- 4.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by VVTA and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with VVTA'S Project name, contract number and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services or Extra Work authorized by VVTA) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT' sole expense.
- 4.3 CONSULTANT shall furnish evidence, satisfactory to VVTA, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. VVTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence.

- Upon furnishing such evidence, satisfactory to VVTA, VVTA shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 4.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to VVTA, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. VVTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.5 No payment will be made prior to approval of any work, nor any work shall be performed prior to approval of this Contract by VVTA's Board of Directors.
- 4.6 CONSULTANT agrees to promptly pay each subcontractor for the satisfactory completion of all work performed under this Contract, no later than thirty (30) calendar days from the receipt of payment from VVTA. VVTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subcontractors.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated and available to VVTA for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by VVTA at the end of the period for which funds are available. When VVTA becomes aware that any portion of Services, which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve VVTA from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to VVTA in the event this provision is exercised.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

7.1 CONSULTANT shall provide VVTA, or other authorized representatives or agents of VVTA, access to CONSULTANT's records, which are directly related to this Contract for the purpose of inspection, auditing or copying. CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment

by VVTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONSULTANT agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONSULTANT further agrees to maintain separate records for costs of work performed by amendment. CONSULTANT shall allow VVTA or its representatives of agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

7.2 The cost proposal for this Contract is subject to audit at any time. After CONSULTANT receives any audit recommendations the Cost Proposal shall be adjusted by CONSULTANT and approved by VVTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into this Contract at VVTA' sole discretion. Refusal by the CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, state and local laws and regulations and other services furnished by CONSULTANT under the terms of this Contract.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

ARTICLE 10. TECHNICAL DIRECTION

- 10.1 Performance of Services under this Contract shall be subject to the technical direction of VVTA's Executive Director ("Director") or designee, as identified in Attachment "A", Scope of Services, attached to this Contract. VVTA's Executive Director will identify a designee as Project Manager, in writing to CONSULTANT, with the NTP and subsequently with any changes during the Contract term. The term "Technical Direction" is defined to include, without limitation:
 - 10.1.1 Directions to CONSULTANT, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.
 - 10.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of reports, or technical portions of the services identified herein.
 - 10.1.3 Review and, where required by the Contract, approval of technical reports,

- and technical information to be delivered by CONSULTANT to VVTA under the Contract.
- 10.2 Technical Direction must be within the Scope of Services under this Contract. VVTA's Project Manager does not have VVTA to, and may not, issue any Technical Direction which:
 - 10.2.1 Constitutes an assignment of additional Services outside the Scope of Services:
 - 10.2.2 Constitutes a change as defined in the Contract Article entitled "Changes";
 - 10.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;
 - 10.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; or
 - 10.2.5 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract.
- 10.3 Failure of CONSULTANT and VVTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of "Disputes" Article herein.
- 10.4 All Technical Direction shall be issued in writing by VVTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of technical direction issued by VVTA's Project Manager, in the manner prescribed by this Article and within their VVTA under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by VVTA's Project Manager, falls within one of the categories defined in 10.2.1 through 10.2.5 above, CONSULTANT shall not proceed but shall notify the Project Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Project Manager to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, the Project Manager shall
 - 10.5.1 Advise CONSULTANT in writing within thirty (30) days after receipt of CONSULTANT's letter that the technical direction is or is not within the scope of Article 11, "Changes";
 - 10.5.2. Advise CONSULTANT within a reasonable time that VVTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

11.1 The Services shall be subject to changes by additions, deletions, or revisions made by VVTA. CONSULTANT will be advised of any such changes by written

notification from VVTA describing the change.

11.2 Promptly after such written notification of change is given to CONSULTANT by VVTA, CONSULTANT and VVTA will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY/DRUG FREE WORKPLACE

- 12.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 12.2 CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 13. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to VVTA, in writing, of any conflict of interest issues as soon as they are known to CONSULTANT and to comply with VVTA's Policy regarding disclosure.

ARTICLE 14. KEY PERSONNEL

The personnel specified below are considered to be essential to Services being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services, which are the responsibility of key personnel to other personnel, CONSULTANT shall notify VVTA reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by VVTA. VVTA also reserves the right to approve proposed substitutions for key personnel. In the event that VVTA and CONSULTANT cannot agree as to the substitution of key personnel, VVTA shall be entitled to terminate this Contract. Key Personnel are:

Key Personnel Name	Function

ARTICLE 15. REPRESENTATIONS

Services supplied by CONSULTANT under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all relative licenses and permits in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with VVTA that the same shall conform to professional standards, which are generally accepted in the industry.

ARTICLE 16. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

- 16.1 This Agreement creates an exclusive and perpetual license for VVTA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONSULTANT under this Agreement ("Documents & Data"). CONSULTANT shall require all subcontractors to agree in writing that VVTA is granted an exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.
- 16.2 If, as a part of this Contract, CONSULTANT or its subcontractors, are required to produce materials, documents data, or information ("Products"), exclusively for VVTA, then CONSULTANT, if requested by VVTA, shall deliver to VVTA the original of all such products which shall become the sole property of VVTA.
- 16.3 CONSULTANT represents and warrants that CONSULTANT and its subcontractors have the legal right to grant the exclusive and perpetual license for all such Documents and Data. CONSULTANT makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than CONSULTANT or provided to CONSULTANT by VVTA.
- 16.4 VVTA shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at VVTA's sole risk.

16.5 <u>Intellectual Property</u>.

16.5.1 VVTA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of CONSULTANT under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

- 16.5.2 VVTA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by VVTA, whether or not developed in conjunction with CONSULTANT, and whether or not developed by CONSULTANT. CONSULTANT will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of VVTA.
- 16.5.3 CONSULTANT shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of CONSULTANT of any and all right to the above referenced Intellectual Property. Should CONSULTANT, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the VVTA.
- 16.5.4 All materials and documents which were developed or prepared by the CONSULTANT for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the CONSULTANT. However, unless otherwise identified and stated prior to execution of this Agreement, CONSULTANT represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.
- 16.5.5 VVTA further is granted by CONSULTANT a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by CONSULTANT which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.
- 16.6 All materials, documents, data or information obtained from VVTA's data files or any VVTA medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of VVTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of VVTA.
- 16.7 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article which are produced by CONSULTANT for VVTA in the performance and completion of CONSULTANT' Services under this Contract, until released in writing by VVTA, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 16.8 CONSULTANT shall not use VVTA's name, description of project, or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of VVTA.
- 16.9 All press releases or press inquiries relating to the Project or this Contract, VVTA RFP No. 2012-03

- including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by VVTA unless otherwise agreed to by CONSULTANT and VVTA.
- 16.10 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of VVTA, any information obtained by CONSULTANT from or through VVTA in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from VVTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from VVTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience- VVTA shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending VVTA's instruction, and shall turn over such Work in accordance with VVTA's instructions.
 - 17.1.1 CONSULTANT shall deliver to VVTA, all deliverables prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by VVTA. Upon such delivery, CONSULTANT may then invoice VVTA for payment in accordance with the terms hereof.
 - 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from VVTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
 - 17.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with VVTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 <u>Termination for Cause</u> In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate

correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, VVTA may, without prejudice to any other rights or remedies VVTA may have, and in compliance with applicable Bankruptcy Laws; (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by VVTA, VVTA may take possession of the deliverables and finish Services by whatever method VVTA may deem expedient. A waiver by VVTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

- 17.2.1 In the event of termination CONSULTANT shall deliver to VVTA all finished and unfinished products prepared under this Contract by CONSULTANT or its subcontractors or furnished to CONSULTANT by VVTA.
- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to VVTA, satisfactory in form and content to VVTA and verified by VVTA. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

ARTICLE 18. STOP WORK ORDER

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, VVTA shall have VVTA to stop any services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 17. "TERMINATION".

ARTICLE 19. CLAIMS

VVTA shall not be bound to any adjustments in the Contract amount or time for CONSULTANT's claim unless expressly agreed to by VVTA in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by VVTA. No claim hereunder by CONSULTANT shall be allowed if asserted after final payment has been made under this Contract.

ARTICLE 20. INSURANCE

Without any way affecting the indemnity provision identified in this Contract, CONSULTANT shall, at the CONSULTANT's sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Contract. The policies shall be written by a California admitted carrier with a Best rating of A-VII or better, and shall be written with a least the following limits of liability:

20.1 <u>Professional Liability</u> – At all times during the term of this Agreement, Contractor agrees to maintain Professional Liability Insurance to cover losses arising from

negligent acts, errors, or omissions whenever committed for services or operations performed under this Agreement. The Contractor shall ensure both that (1) this policy retroactive date is on or before the date of commencement of the Project; and (2) this policy has a reporting period of five (5) years after the date of completion or termination of this Agreement. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. The Contractor agrees that, for the time period defined above, there will be no changes or endorsements to the policy that increase VVTA's exposure to loss.

- 20.2 <u>Workers' Compensation</u> Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability in an amount not less than \$1,000,000 limits covering all persons providing services on behalf of CONSULTANT and all risks to such persons under this Contract.
- 20.3 <u>Commercial General Liability</u> To include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.
- 20.4 <u>Automobile Liability</u> To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.
- Proof of Coverage CONSULTANT shall furnish certificates of insurance to 20.5 VVTA evidencing the insurance coverage required above, and must be provided within fifteen (15) days of issuance of the Notice of Intent to Award and prior to the commencement of performance of Services hereunder. Such certificates shall include Victor Valley Transit Authority (VVTA) and its officers, employees, agents and volunteers, as additional insured on Commercial General Liability Insurance and auto insurance. Prior to commencing any work, CONSULTANT shall furnish VVTA with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide VVTA fifteen (15) days written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium CONSULTANT will provide VVTA ten (10) days written notice. CONSULTANT shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager' name on the face of the certificate(s).
- 20.6 <u>Additional Insured</u> All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming VVTA and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional

- insured endorsements shall not limit the scope of coverage for VVTA to vicarious liability but shall allow coverage for VVTA to the full extent provided by the policy.
- 20.7 <u>Waiver of Subrogation Rights</u> CONSULTANT shall require the carriers of Commercial General Liability, Automobile Liability and Workers Compensation to waive all rights of subrogation against VVTA, its officers, employees, agents, volunteers, contractors, and subcontractors. Such insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT'S employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against VVTA.
- 20.8 Commercial General Liability required herein are to be primary and noncontributory with any insurance carried or administered by VVTA.

ARTICLE 21. INDEMNITY

Except as provided below for those services falling within the scope of Civil Code Section 2782.8, CONSULTANT agrees to indemnify, defend (with counsel reasonably approved by VVTA) and hold harmless VVTA and its authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by VVTA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. CONSULTANT's indemnification obligation applies to VVTA "active" as well as "passive" negligence but does not apply to VVTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. To the extent CONSULTANT's services fall within the scope of Civil Code Section 2782.8, the following indemnification is applicable. CONSULTANT shall defend and indemnify VVTA for claims that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CONSULTANT.

ARTICLE 22. ERRORS AND OMISSIONS

- 22.1 CONSULTANT agrees to work closely with VVTA and VVTA's designated consultants in the performance of Services and shall be available to Staff, consultants at all reasonable times. CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Contract. CONSULTANT may be liable for VVTA costs resulting from errors or deficiencies, fines, penalties and damages in services furnished under this Contract.
- 22.2 VVTA shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in VVTA's interest. VVTA shall include in the Contract file a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

ARTICLE 23. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of

VVTA when prepared, whether delivered to VVTA or not.

ARTICLE 24. SUBCONTRACTS

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, except those subcontractors listed in the CONSULTANT's proposal, without first notifying VVTA of the intended subcontracting and obtaining VVTA's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.
- 24.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by VVTA, CONSULTANT shall furnish VVTA a copy of the proposed subcontract for VVTA's approval of the terms and conditions thereof and shall not execute such subcontract until VVTA has approved such terms and conditions. VVTA approval shall not be unreasonably withheld.
- 24.3 Approval by VVTA of any services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services. Any substitution of subcontractors must be approved in writing by VVTA's Project Manager.

ARTICLE 25. RECORD INSPECTION AND AUDITING

VVTA, or any of its designees shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by VVTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

ARTICLE 26. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. VVTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of VVTA.

ARTICLE 27. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights hereunder, each VVTA RFP No. 2012-03

Party, including the prevailing party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of this Contract.

ARTICLE 28. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County, District Civil Division. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, District Civil Division.

ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 30. PRECEDENCE

- 30.1 The Contract documents consist of these General Terms and Conditions, Attachment "A", Scope of Services, and Attachment "B", Pricing Proposal Form. VVTA's Request for Proposal and CONSULTANT's proposal are incorporated herein by this reference.
- 30.2 The following order of precedence shall apply: This Contract, its General Terms and Conditions and Attachments; VVTA's Request for Proposal; and CONSULTANT's Proposal. In the event of a conflict between the Contract and the Scope of Services, the Contract will prevail.
- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify VVTA in writing within three (3) business days of its discovery of the conflict and shall comply with VVTA's resolution of the conflict.

ARTICLE 31. COMMMUNICATIONS AND NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given,

- (a) upon actual delivery, if delivery is personally made; or
- (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective parties may

designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing.

To CONSULTANT	To VVTA
	Victor Valley Transit Authority
	17150 Smoketree Street
	Hesperia, California 992345
Attn:	Attn: VVTA Clerk of the Board
Phone:	Phone: 760.948.4710

ARTICLE 32. DISPUTES

- 32.1 In the event any dispute arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by VVTA within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of VVTA. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 32.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 33. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of VVTA, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 34. REVIEW AND ACCEPTANCE

All Services performed by CONSULTANT shall be subject to periodic review and approval by VVTA at any and all places where such performance may be carried on. Failure of VVTA to make such review, or to discover defective work, shall not prejudice the rights of VVTA at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by VVTA upon completion of all Services.

ARTICLE 35. CONFIDENTIALITY

Any VVTA materials to which CONSULTANT or its subcontractors or agents have access to or materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as authorized by VVTA. CONSULTANT shall not release any reports, information of

promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of VVTA.

ARTICLE 36. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by VVTA at the completion of certain milestones as identified in Attachment "A" to this Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract record.

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT' operations in the performance of Services hereunder.

ARTICLE 38. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of VVTA. VVTA's exercise of consent shall be within its sole discretion. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 39. AMENDMENTS

This Contract may only be changed by a written amendment duly executed by CONSULTANT and VVTA except, that changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Article 14, "KEY PERSONNEL" above, may be made by administrative amendment signed by CONSULTANT and VVTA's Project Manager or other duly authorized representative.

ARTICLE 40. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, VVTA has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 41. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Services provided/work performed by CONSULTANT are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil

disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONSULTANT to perform or failure of the CONSULTANT to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 42. ENTIRE DOCUMENT

- 42.1 This Contract and its Attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 42.2 No agent, employee or representative of VVTA has any VVTA to bind VVTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 42.3 As this Contract was jointly prepared by both Parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 43. EFFECTIVE DATE

The date that this Contract is executed by VVTA shall be the Effective Date of the Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

C	CONSULTANT Name	Victor	Valley Transit Authority
Ву:		Ву:	
	Name		Kevin Kane
	Title		VVTA Executive Director
Date:		Date:	
		APPRO	VED AS TO FORM
		Ву:	
			Carol Greene
			VVTA General Counsel

STANDARD SERVICES AGREEMENT – EXHIBIT A SPECIAL PROVISIONS FOR SERVICE AND/OR EQUIPMENT AGREEMENTS

THE SPECIAL PROVISIONS BELOW ARE INCORPORATED INTO THE AGREEMENT

I. OPTION TO EXTEND

Option To Extend For One To Six Additional Months at the end of the Agreement, beyond the original agreement term and the option terms. VVTA shall have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of VVTA. Each extension shall be effected by written unilateral Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term. The rates set forth in the Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to availability of funds from VVTA.

II. DISENTANGLEMENT

- General Obligations: Upon termination of the Agreement, Contractor shall accomplish a complete transition of the services being terminated from Contractor and any Subcontractors to VVTA, or to any replacement provider designated by VVTA, without any interruption of or adverse impact on the services or any other services provided by third parties (the "Disentanglement"). Contractor shall cooperate with VVTA and any new service provider and otherwise promptly take all steps required to assist VVTA in effecting a complete Disentanglement. Contractor shall provide all information regarding the services or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work, as VVTA may direct, including completion or partial completion of Projects, documentation of work in process, and other measures to assure an orderly transition to VVTA or VVTA's designee. All services related to Disentanglement shall be deemed a part of the base services and shall be performed by Contractor at no additional cost to VVTA beyond what VVTA would pay for the base services absent the performance of the Disentanglement services. Contractor's obligation to provide the services shall not cease until Disentanglement is satisfactory to VVTA, including the performance by Contractor of all asset-transfers, and other obligations of Contractor provided in this Paragraph have been completed.
- B. Disentanglement Process: The Disentanglement process shall begin on any of the following dates: (i) the date VVTA notifies Contractor that no funds or

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insufficient funds have been appropriated so that the Agreement shall be terminated for convenience; (ii) the date designated by VVTA, not earlier than sixty (60) days prior to the end of any initial or extended term, that VVTA has not elected to extend pursuant to the Agreement or Task Order; or (iii) the date any Termination Notice is delivered, if VVTA or Contractor elects to terminate any or all of the service pursuant to this Agreement. Subject to the scope of work, Contractor's obligation to perform services shall expire upon termination except that Contractor shall remain obligated to provide Disentanglement services for up to twelve (12) months after any such termination date, at the rates set forth in the Agreement. Contractor and VVTA shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of services in process; provided, however, that Contractor's obligation under this Agreement to provide all services necessary for Disentanglement shall not be lessened in any Contractor shall be required to perform its Disentanglement respect. obligations on an expedited basis, as determined by VVTA, if VVTA terminates the Agreement for cause.

- C. Specific Obligations: The Disentanglement shall include the performance of the following specific obligations:
 - 1. Full Cooperation and Information: Upon Disentanglement, the parties shall cooperate fully with one another to facilitate a smooth transition of the services being terminated from Contractor to VVTA or VVTA's designated replacement provider. Such cooperation shall include the provision (both before and after the cessation of Contractor's providing all or any part of the services under this Agreement) by Contractor to VVTA of full, complete, detailed, and sufficient information (including all information then being utilized by Contractor) to enable VVTA's personnel (or that of third parties) to fully assume and continue without interruption the provision of the services.
 - 2. No Interruption or Adverse Impact: Contractor shall cooperate with VVTA and all of VVTA's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of services, no adverse impact on the provision of services or VVTA's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties
 - 3. Third-Party Authorizations: Without limiting the obligations of Contractor pursuant to any other clause herein, Contractor shall, subject to the terms of any thirdparty Contracts, procure at no charge to VVTA any third-party authorizations necessary to grant VVTA the use and benefit of any third-party Contracts between Contractor and third-party Contractors used to provide the services, pending their assignment to VVTA.
 - 4. Licenses to Proprietary Software: Consistent with Article 16 of this service

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agreement, Contractor will provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to VVTA for any software purchased directly as a result of and for the sole implementation of this Agreement and consistent with the FTA Capital Cost of Contracting Policy that would be needed in order to allow VVTA to continue to perform for itself, or obtain from other providers, the services as they exist at the time of Disentanglement.

- 5. Transfer of Assets: Contractor shall convey to VVTA, consistent with the FTA Capital Cost of Contracting Policy, all VVTA-owned assets in Contractor's possession and from among those assets then held by Contractor solely for the provision of services to VVTA other than those assets expressly identified by the Parties from time to time as shared resources, such assets as VVTA may select, at a price consisting of the net book value. Contractor shall promptly remove from VVTA's premises any Contractor assets that VVTA, or its designee, chooses not to purchase.
- 6. Transfer of Leases, Licenses, and Contracts: Consistent with Article 16 of the Agreement and the FTA Capital Cost of Contracting Policy, Contractor, at its expense, shall convey or assign to VVTA or its designee such leases, licenses, and other Contracts used by Contractor, VVTA, or any other person in connection with the services, as VVTA may select, when such leases, licenses, and other Contracts have no other use by Contractor other than for the provision of services under this Agreement. Contractor's obligation described herein shall include Contractor's performance of all obligations under such leases, licenses, and other Contracts to be performed by it with respect to periods prior to the date of conveyance or assignment, and Contractor shall reimburse VVTA for any losses resulting from any claim that Contractor did not perform any such obligations.
- 7. Delivery of Documentation: Contractor shall deliver to VVTA, or its designee, at VVTA's request, copies of all documentation and data related to VVTA, including the VVTA data, held by Contractor. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding specific to VVTA as an agency, for archival purposes, warranty support, or as needed to fulfill obligations under federal law.
- 8. Hiring of Employees: Contractor shall cooperate with and assist (and shall cause its Subcontractors to cooperate with and assist) VVTA (or VVTA's designee) in offering employment, at the sole discretion of VVTA, to any or all skilled or specially trained Contractor employees(and to any or all employees of Contractor's Subcontractors) that are substantially involved in the provision of services, whether such offers are made at the time of, after, or in anticipation of expiration or termination of the agreement term. Contractor shall be solely responsible for, and shall pay, all severance and related payments, if any are payable pursuant to Contractor's standard policies, to any such employees of

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Contractor hired by VVTA or its designee, and shall cause the relevant Subcontractor of Contractor to pay severance and related payments, if any are payable pursuant to such Subcontractor's standard policies, to any such employee of a Subcontractor hired by VVTA or its designee.

D. Preparation for Disentanglement

- 1. Complete Documentation: Consistent with Article 16 of the Agreement and the FTA Capital Cost of Contracting Policy, Contractor shall provide to VVTA complete information, including complete documentation, as required to be provided under this Agreement, in accordance with the standards and methodologies to be implemented by Contractor, for all software (including applications developed as part of the services) and hardware, that is sufficient to enable VVTA, or another service provider, to fully assume the provision of the services to VVTA. Contractor shall provide such documentation for all upgrades to or replacements of software or hardware, concurrently with the installation thereof.
- 2. Maintenance of Assets: Consistent with Article 16 of the Agreement and the FTA Capital Cost of Contracting Policy, Contractor shall maintain all hardware, software, systems, networks, technologies, and other assets utilized in providing services to VVTA (including leased and licensed assets) in good condition and in such locations and configurations as to be readily identifiable and transferable to VVTA or its designees in accordance with the provisions of this Agreement; additionally, Contractor shall insure such assets in accordance with this Agreement.
- 3. Advance Written Consents: Consistent with Article 16 of the Agreement and the FTA Capital Cost of Contracting Policy, Contractor shall obtain advance written consents from all licensors and lessors to the conveyance or assignment of licenses and leases to VVTA or its designee upon Disentanglement. Contractor also shall obtain for VVTA the right, upon Disentanglement, to obtain maintenance (including all enhancements and upgrades) and support with respect to the assets that are the subject of such leases and licenses at the price at which, and for so long as, such maintenance and support are made commercially available to other customers of such third parties whose consent is being procured hereunder.
- 4. All Necessary Cooperation and Actions: Contractor shall provide all cooperation, take such additional actions, and perform such additional tasks, as may be necessary to ensure a timely Disentanglement in compliance with the provisions of this Section, including full performance, on or before the expiration date, of Contractor's obligations under this Section.

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STANDARD SERVICES AGREEMENT – EXHIBIT B STANDARD FEDERAL PROVISIONS (FTA)

Any subcontract entered into as a result of the Agreement, shall contain all the provisions of these Standard Federal Provisions. All references to "Contractor" herein shall refer to "Contractor" as defined in the Agreement. As a Federal Transit Administration (FTA) grantee, VVTA is required to inform the Contractor of the following information:

I. No Federal Government Obligations to Third Parties - Applicable To All Contracts

The federal government shall not be subject to any obligations or liabilities to any third-party contractor, or any other person not a party to the relevant Grant Agreement or Cooperative Agreement between VVTA and FTA in connection with the performance of this Agreement. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party Contract, the federal government continues to have no obligations or liabilities to any party, including Contractor or any other third-party Contractor.

II. False or Fraudulent Statements or Claims - Applicable To All Contracts

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. Section 3801, et seq., and U.S. Department of Transit (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R., Part 31, apply to its actions pertaining to this Agreement. Accordingly, by signing the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula Project financed with federal assistance authorized by 49 U.S.C., Section 5307, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C., Section 1001 and 49 U.S.C., Section 5307(n)(1), to the extent the federal government deems appropriate.

III. Energy Efficiency - Applicable To All Contracts

Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance

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with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

IV. Prohibited Interests - Applicable To All Contracts

No, member, officer, or employee of a local public body, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

If Contractor will be preparing an environmental impact statement under NEPA, and an awarded Agreement will include federal funding, Contractor will be required to submit a statement to VVTA certifying that Contractor has no financial or other interest in the outcome of the Project. (40 C.F.R., Section 1506.5(c)).

V. Title VI Civil Rights Act of 1964 - Applicable To All Contracts

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations. The Contractor and any Subcontractors shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; 49 U.S.C.§5332 and DOT Regulations, "Non-Discrimination in Federally-Assisted Programs of the Department of Transit -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R., Part 21, and any implementing requirements FTA may issue, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. <u>Nondiscrimination</u>. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, or age, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. <u>Solicitations for Subcontractors, including Procurements of Materials and Equipment.</u> In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. <u>Information and Reports</u>. The Contractor shall provide all information and reports required by the regulations or directive issued pursuant thereto, and shall permit

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access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to VVTA or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. <u>Sanctions for Noncompliance</u>. In the event of noncompliance, VVTA shall impose such Contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - 2. Cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor shall include the provisions of Sections A through E of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as VVTA or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event a Contractor becomes involved, or is threatened with litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request VVTA to enter into such litigation to protect the interests of VVTA, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VI. Employee Protections

A. Activities Not Involving Construction - Applicable to Non-construction Contracts Exceeding \$2,500

For nonconstruction activities exceeding \$2,500 performed in connection with the Project, the Contractor shall comply with the following employee protection requirements:

1. In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332,Contractor shall assure that, for the Project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of forty (40) hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Contractor agrees that determinations pertaining to these requirements will be made in accordance with the applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally-Financed and Assisted

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Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R., Part 5.

The requirements of this Subsection do not apply to third-party Contracts for the purchase of supplies, materials, or articles ordinary available on the open market.

B. State and Local Government Employees

Contractor shall ensure that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C.§§ 206 and 207, apply to employees performing work involving commerce, including such state and local government employees as public transit authority employees, participating in the Project. Consequently, each participant that is a state or local government agrees to comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the Project.

C. Transit Employee Protective Arrangements - Applicable to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

The Contractor shall comply with the following requirements applicable to transit operations performed in connection with the Project:

- 1. Standard Transit Employee Protective Arrangements. To the extent that transit operations are involved, the Contractor shall carry out the Project in compliance with terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Project and to meet the requirements of 49U.S.C. § 5333(b), and U.S. guidelines at 29 C.F.R., Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOT's certification of transit employee protective arrangements to FTA, the date of which is included in the Grant Agreement or Cooperative Agreement. The Contractor shall carry out the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The requirements of this Subsection, however, do not apply to formula assistance Projects for the elderly and persons with disabilities authorized by 49 U.S.C. § 5310(a)(2) or to formula assistance Projects for nonurbanized areas authorized by 49 U.S.C. § 5311.
- 2. Transit Employee Protective Arrangements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for the Elderly and Persons with Disabilities. If the Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are

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necessary or appropriate for public body subrecipients under the Project, the Contractor shall carry out the Project in compliance with the terms and conditions determined by the Secretary of Labor to meet the requirements of 49U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R., Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOT's certification of transit employee protective arrangements to FTA, the date of which is included in the Grant Agreement or Cooperative Agreement. The Contractor shall carry out the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited there in are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement.

3. <u>Transit Employee Protective Arrangement for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas</u>. The Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the Secretaries of Transit and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

VII. Cargo Preference - Applicable To All Procurements Involving Equipment, Materials, Or Commodities, Which May Be Transported By Ocean Vessels

46 U.S.C. 1241(b)(1) and 46 C.F.R., Part 381 which imposes U.S. cargo preference requirements on the shipment of foreign made goods shall apply to this procurement.

- A. The Contractor shall utilize privately owned United States-flagged commercial vessels to ship at least 50 percent of the gross tonnage (competed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flagged commercial vessels.
- B. The Contractor shall furnish within twenty (20)days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipments originating outside United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (A) above to the Recipient (through the prime Contractor in the case of Subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.

The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

VIII. Reporting, Record Retention, Access - Applicable To All Contracts

A. <u>Reports</u>. Ata minimum, the Contractor agrees to provide VVTA and FTA those VVTA RFP No. 2012-03

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reports required by U.S. DOT's grant management rules and any other reports VVTA or the federal government may require.

- B. <u>Record Retention</u>. The Contractor shall, during the course of the Project and for five (5) years thereafter, maintain intact and readily accessible all data, documents, reports, records, Contracts, and supporting materials relating to the Project as VVTA or the federal government may require for the Project.
- C. Access to Records. Upon request, the Contractor shall permit the Secretary of Transit and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its Contractors pertaining to the Project. In accordance with 49 U.S.C. § 5325(a), the Contractor shall require each third-party Contractor whose Contract award is not based on competitive bidding procedures as defined by the Secretary of Transit to permit the Secretary of Transit and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party Contract and to audit the books, records, and accounts involving that third-party Contract as it affects the Project.

IX. Federal Changes - Applicable To All Contracts

The 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 Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

X. Disadvantaged Business Enterprises (DBE) Minority-Neutral Program

This project is subject to Title 49, Code of Federal Regulations Part 26 (49 CFR Part 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transit Financial Assistance Programs" (DBE Regulations)". In order to ensure VVTA achieves its federally mandated statewide overall DBE goal, VVTA encourages the participation of DBEs, as defined in 49 CFR Part 26 in the performance of Contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Contractor shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety, including any updates are incorporated herein by this reference.

This Agreement will be funded by FTA funding. This Exhibit contains VVTA's DBE program requirements for FTA only.

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A. DBE Certification

VVTA requires all DBEs listed by Contractor for participation to be certified as eligible DBEs at the time of submittal of each Job Order Cost Proposal. Only participation by DBEs certified under the DOT regulations published February 2, 1999, at 49 CFR Part 26, or any updated version thereof, may be credited towards the Contractor's minority-neutral DBE attainment. It is the responsibility of the Contractor to verify the DBE certification status of all listed DBEs.

VVTA is participating as a Non-Certifying Member in the California Unified Certification Program (CUCP). Therefore, VVTA will accept DBE certification from the certifying member agencies, which certify the eligibility of DBEs in accordance with 49 CFR Part 26, under the CA CUCP. Listings of certifying member agencies, as well as a listing of DBEs certified by the CUCP, are available on the Caltrans Civil Rights Department website, which can be accessed at http://www.dot.ca.gov/hq/bep.

B. DBE Crediting Provisions

- 1. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- 2. DBE may participate as a prime Contractor, Subcontractor, joint venture partner, supplier, or trucker. A proposed DBE must be responsible for a commercially useful function (i.e., a distinct element of the actual scope of work) and must carry out its responsibility by actually performing, managing, and supervising such work; in order to be credited toward DBE participation.
- Only work proposed to be performed by a DBE's own work forces (including cost
 of supplies, materials and equipment leases) obtained by the DBE for the work of
 the Contract, except supplies and equipment the Subcontractor purchases and/or
 leases from the Contractor or its affiliate may be counted.
- 4. When a DBE subcontracts part of its Contract work to another firm, the value of the subcontracted work maybe counted only if the DBE Subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm cannot be credited. A DBE shall perform at least 30 percent (30%) of the total cost of its Contract with its own workforce.
- 5. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the Agreement equal to the distinct, clearly defined portion of the work of the Agreement that the DBE performs with its own forces towards DBE participation.
- 6. Contractor must calculate credit for participation of DBE vendors of equipment, materials, and supplies, as follows:

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- a) Sixty percent (60%) of expenditures(s) or equipment, materials and supplies required under the Contract, obtained from a Regular Dealer; or
- b) One hundred percent (100%) of expenditure(s) for equipment, materials and supplies, obtained from a DBE Manufacturer.

For purposes of this section, a DBE Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the Agreement and of the general character described by the specifications.

A DBE Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

Credit for materials or supplies purchased from a DBE which is neither a Manufacturer nor a Regular Dealer will be limited to the entire amount of the fees or commission charged for assistance in the procurement of the materials and supplies or fees or Transit charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services. The cost of materials or supplies is not counted in this instance.

- 7. Contractor may count expenditures to trucking firms, provided that the firm is a DBE and meets the following conditions:
 - a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there cannot be a contrived arrangement for the purpose of crediting DBE participation.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.
 - c) The DBE receives credit for the total value of the Transit services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owneroperator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the Transit services the lessee DBE provides on the Agreement.

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- e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the Transit services provided by the lessee, since these services are not provided by a DBE.
- f) A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- 8. The following types of fees or commissions paid to DBE Subcontractors, brokers, and packagers maybe counted, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the Manufacturer of, or a Regular Dealer in, the material and supplies.
 - c) Fees and commissions charged for providing any insurance specifically required for performance of the Agreement.

XI. CONTRACTOR'S MINORITY-NEUTRAL DBE REPORTING REQUIREMENTS (POST- AWARD)

Contractor shall complete and submit the following DBE reporting forms and/or documents at the times specified:

- A. If the Contractor is a DBE firm and/or has proposed to utilize DBE firms, Contractor shall submit to VVTA by the 15th of each month, a Minority-Neutral/Minority-Conscious Disadvantaged Business Enterprises Monthly Participation Progress Report Form, Attachment D.11. progress report of its DBE participation on a monthly basis, which shall include, but not be limited to:
 - 1. Name of each DBE Subcontractor:
 - 2. Type of work performed by each Subcontractor;

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- Original subcontract value for each DBE;
- 4. The dollars paid to each DBE Subcontractor during the reporting period;
- 5. The dollars paid to date for each DBE Subcontractor; and
- 6. Proof of payment to DBE Subcontractors must accompany Minority-Neutral/Minority-Conscious Disadvantaged Business Enterprises Monthly Participation Progress Report Form, Attachment D.11 submittals.
- B. Contractor is advised not to count the participation of DBE Subcontractors until the amount being counted toward the DBE participation has been paid to the DBE.
- C. If Subcontractor is a DBE and is decertified during the life of the Agreement, the decertified Subcontractor shall notify the Contractor in writing of the date of the decertification. If a Subcontractor becomes a certified DBE during the life of the Agreement, the Subcontractor shall notify the Contractor in writing of the date of the certification. The Contractor shall furnish the written documentation to VVTA in a timely manner using Disadvantaged Business Enterprises Certification Status Change Form CEM 2403(F), Attachment D.10.
- D. Upon completion of the Agreement, Contractor must submit to VVTA a Final Report Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractor (see Final Report-Utilization of Disadvantaged Business Enterprises, First Tier Subcontractor Form (Standard Federal Provisions (FHWA) CEM-2402 (F)), Attachment D.9 for a sample) and certified correct by the Contractor's authorized representative, and shall be furnished to VVTA. The form shall be furnished to VVTA within 90 days from the date of completion of the Scope of Work. The amount of up to \$10,000 may be withheld from final payment to Contractor until a satisfactory form is submitted.
- E. Failure to submit required DBE reports may result in the delay of processing Contractor's invoices for payment.
- F. DBE Goal. In order to ascertain whether VVTA's DBE goal is being achieved, VVTA is tracking DBE participation on all of its Federal-aid Contracts. VVTA has not established a Contract specific DBE goal for this Agreement. Contractors who obtain DBE participation on this project will assist VVTA in meeting its minority-neutral FTA DBE goal.
- G. Commercially Useful Function Standards
 - 1. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material,

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and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, VVTA will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performed and the DBE credit claimed for its performance of the work, and other relevant factors.

- 2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, VVTA must examine similar transactions, particularly those in which DBEs do not participate.
- 3. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved, one must presume that it is not performing a commercially useful function.
- 4. When a DBE is presumed not to be performing a commercially useful function as provided in the previous bullet, the DBE may present evidence to rebut this presumption. VVTA may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- 5. VVTA's decisions on commercially useful function matters are subject to review by FTA.
- H. DBE "Fronts" and Frauds. Only legitimate DBEs are eligible to participate in any federally funded Contract. Therefore, Contractor is cautioned against knowingly and willingly using "fronts" or doing business with DBEs in a manner, which could compromise the DBE's continued eligibility and DBE participation credit. The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or is management of federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transit at the toll free hotline (800) 424 9071.

XII. Incorporation of Federal and State Guidelines - Applicable To All Contracts

A. All relevant federal and state grant provisions and guidelines, as presently written or as changed during the life of this Agreement, bearing on this Agreement, are hereby wholly incorporated by reference herein and made a part of this Agreement and take precedence over any inconsistent terms of this

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- Agreement. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.
- B. Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" (Form FTA-MA) 49 C.F.R., Part 18, and Federal Transit Administration (FTA) Circular 4220.1D and 4220.1F, "Third-party Contracting Requirements" and OMB Circular A-102 "Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments."

XIII. Drug and Alcohol Program - Not Required

XIV. Equipment Purchases - Applicable To All Contracts

- A. Prior authorization in writing by the Project Manager shall be required before Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or Subcontractor services. If the non-budgeted purpose will cause the Project budget to exceed the Maximum Amount of the Agreement, then prior approval from VVTA's Executive Director is also required. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service or consulting work not covered in the Payment or Fee Schedule and exceeding \$500, with prior authorization by the Project Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
- B. Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to VVTA on request by VVTA.
- C. At the conclusion of the Agreement or if the Agreement is terminated, Contractor may either keep the equipment and credit VVTA in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established procedures, and credit VVTA in an amount equal to the sales price. If the Contractor elects to keep the equipment, fair market value shall be determined, at the Contractor's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to VVTA and Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be

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approved in advance by VVTA.

D. C.F.R. 49, Part 18 requires a credit to federal funds when participating equipment with a fair market value greater than \$5,000, is credited to the Project.

XV. Compliance with Executive Order 11246 - Applicable To All Contracts

During the performance of this Agreement, Contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. 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
- B. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. 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 No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. Contractor will furnish all information and reports required by Executive Order No. 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 its 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.
- F. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement

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may be cancelled, 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 No 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. Contractor will include the provisions of paragraphs A through F 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. 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 Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of October 13, 1967, 32 FR 14303, 3 C.F.R., 1966-1970 Comp. p. 684, EO 12086 of October 5, 1978, 43 FR 46501, 3 C.F.R., 1978 Comp. p. 230].

XVI. Cost Principles - Applicable To All Contracts In Excess Of \$25,000

- A. Contractor agrees that the Contract Cost Principles and Procedures, 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost, except on negotiated Contracts procured under a Request for Proposals, which shall instead be governed by 48 C.F.R., Part 15.
- B. Contractor also agrees to comply with federal procedures in accordance with 49 C.F.R., Part 18, and Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.
- C.Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under application sections of 48 C.F.R., Part 15, 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. and/or or 49 C.F.R., Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments, are subject to repayment by the Contractor to VVTA.

XVII. Noncollusion - Applicable To All Contracts In Excess Of \$25,000. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Transit Administrator of the Contract for this work that Contractor file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such Contract is to be awarded, certifying that such person, firm, association, or corporation

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has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the noncollusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is attached.

XVIII. Debarment and Suspension - Applicable To All Contracts Exceeding \$25,000

- A. VVTA and the Contractor shall comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note; and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R., Part 29.
- B. Unless otherwise permitted by FTA, VVTA shall refrain from awarding any third-party Contract of any amount to or enter into any subagreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal Procurement or Nonprocurement Programs," implementing Executive Orders Nos.12549 and 12689,"Debarment and Suspension" and 49 C.F.R., Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible for Contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
- C. Before entering into any subagreement with a subrecipient, VVTA shall obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information about the subrecipient and its "principals," a defined at 49 C.F.R. § 29.105(p). An example of the appropriate certification is contained in this bid package.
- D. Before entering into any third-party Contract exceeding \$25,000, VVTA shall obtain a debarment and suspension certification from each third-party Contractor containing information about the debarment and suspension status of that third-party Contractor and its "principals," as defined at 49 C.F.R. § 29.105(p). VVTA also shall require each third-party Contractor to refrain from awarding any third-party subcontract of any amount (at any tier) to a debarred or suspended Subcontractor, and to obtain a similar certification from any third-party Subcontractor (at any tier) seeking a Contract exceeding \$100,000. An example of the appropriate certification is contained in this RFP package.
- E. VVTA shall provide FTA a copy of each conditioned debarment or suspension certification provided by a prospective third-party Contractor at any tier or subrecipient at any tier. Until FTA approval is obtained, VVTA shall refrain from awarding a third-party Contract or entering into a subagreement with any party that has submitted a conditioned debarment or suspension certification.

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STANDARD SERVICES AGREEMENT – EXHIBIT C FEDERAL PROVISIONS FOR PROCUREMENTS IN EXCESS OF \$100,000

All references to "Contractor" herein shall refer to "Contractor" as defined in the Agreement. As a Federal Funding grantee, VVTA is required to inform the Contractor of the following information:

I. BUY AMERICA - Applicable To Public Works, Acquisition of Goods, or Rolling Stock Procurements Exceeding \$100,000

The Contractor's attention is directed to the "Buy America" requirements set forth in Section 165 of the Federal Surface Transit Act of 1982, and the FTA regulations implementing Section 165 (49 C.F.R., Part 661). Information on "Buy America" requirements (49 C.F.R., Part 661) is available for review at the VVTA office.

Any steel or manufactured product used in projects supported by FTA funds must be produced in the United States unless the Secretary of Transit determines that one of the following exceptions applies:

- A. Applying this provision would be inconsistent with the public interest.
- B. The materials and products required for a project are not produced in the United States either in sufficient quantity or not of the quality required for this Project.
- C. Including domestically produced material will increase the cost of the Contract by more than 25 percent.

Note: In calculating the cost of components under the terms of this provision, labor costs involved in the final assembly are not to be included.

- D. Where an FTA grantee is purchasing buses or other rolling stock (including train control, communication, and traction power equipment), the cost of components produced in the United States is more than 60 percent of the cost of all the components of the rolling stock or equipment, and final assembly of the stock or equipment has taken place in the United States.
- E. In reference to exception C above, FTA requires that the bid for nondomestic items must be adjusted by the appropriate differential (10 or 25 percent) and then the adjusted overall bid prices compared to determine if the inclusion of domestic materials will increase the "overall Project Contract." When both "rolling stock" and "non-rolling stock" are being procured in a single Contract, the appropriate differentials will be applied to the different items only and not to the overall bid price.

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- F. Thus, the foreign purchased components of the individual bid items will be adjusted upward, for purposes of determining Buy America compliance only, by 10 percent for rolling stock and 25 percent for nonrolling stock, thereby increasing the Contractor's cost Proposal item by the adjusted amount, thereby adjusting the overall total bid price.
- G. The revised bid amount will be the basis for determining the lowest bid.
- H. Within five (5) days of written notification, the Contractor shall provide the necessary information to substantiate the cost of nondomestic items and the factual basis for the claim of exception to the requirements of Section 165(a) of the Surface Transit Assistance Act of 1982 and the regulations in 49 C.F.R., Part 661.
- I. In the Buy America Certificate (FTA) RFP Attachment D.1, Alternative 'A' or 'B,' must be completed and submitted with the Proposal. A Proposal which does not include either Alternative 'A' or 'B' or which includes both Alternative 'A' and Alternative 'B' may be considered nonresponsive.
- J. A waiver from the Buy America provision may be sought by the Contractor if grounds for the waiver exist. Inclusion of the Alternative 'B' certificate in a bid constitutes an application by the Contractor for an exception to the Buy America requirement applicable to this type of Contract. If a bid includes the Alternative 'B' certificate and an exception is not granted by FTA, the bid will be considered nonresponsive.

II. ENVIRONMENTAL VIOLATIONS

For all Contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC, 1857H), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 C.F.R., Part 15) which prohibit the use under nonexempt federal Contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

III. ENVIRONMENTAL REQUIREMENT

The successful Contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq., and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12

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USC; the Resource Conservation and Recovery Act, as amended, 42USC §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq. Contractor recognizes that U.S. EPA, FTA, and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, Contractor agrees to adhere to, and impose on its Subcontractors and third-party Contractors, any such federal requirements as the federal government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and VVTA. Contractor acknowledges that this list does not constitute Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

A. Environmental Protection

Contractor shall comply with the applicable requirements of the National Environment Policy Act of 1969, as amended, 42 USC §§ 4321 et seq., in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, February 16, 1994; FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R., Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R., Part 771, and 49 C.F.R., Part 622.

If Contractor will be preparing an environmental impact statement under NEPA, and an awarded Agreement will include federal funding, the Contractor will be required to submit a statement to VVTA certifying that the Contractor has no financial or other interest in the outcome of the Project. (40 C.F.R., Part 1506, Section 1506(c)).

B. Air Quality

- Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. Specifically:
 - a. Contractor shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transit Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 C.F.R., Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R., Part 93. To support the requisite air quality conformity finding for the Project, Contractor shall implement each air quality mitigation and control measure incorporated in the Project. Contractor agrees that any Project identified in a State Implementation Plan (SIP) as a Transit Control Measure will be wholly consistent with the description of the

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design concept and scope of the Project described in the SIP.

- b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to transit operators, particularly operators of large transit bus fleets. Thus, Contractor should be aware that the following U.S. EPA regulations, among others, may apply to this Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R., Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R., Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R., Part 600.
- Contractor agrees to report and require each third-party Contractor and Subcontractor at any tier to report any violation of these requirements resulting from any Project implementation activity of a third-party Contractor, subrecipient, or itself to FTA and the appropriate U.S. EPA Regional Office.

C. Clean Water

- 1. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC§§ 1251 et seq.
- 2. Contractor agrees to report and require each third-party Contractor and Subcontractor at any tier to report any violation of these requirements resulting from any Project implementation activity of a third-party Contractor (at any tier), Subcontractor (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

D. Use of Public Lands

Contractor agrees that no publicly-owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

E. Mitigation of Adverse Environmental Effects

Contractor agrees that, if the Project should cause adverse environmental effects, the successful Contractor will take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations; specifically, the procedures of 23 C.F.R., Part

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771, and 49 C.F.R., Part 622. Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC § 303) and with any conditions the federal government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement between FTA and VVTA. As soon as the federal government and Contractor reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement between FTA and VVTA. Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the federal government.

F. Contractor Certification

If Contractor will be preparing an environmental impact statement on behalf of VVTA under NEPA, Contractor certifies, as required by 40 C.F.R., Part 1506, § 1506.5(c), by signing this Agreement, that it has no financial or other interest in the outcome of the Project.

IV. RESTRICTIONS ONLOBBYING

- A. VVTA and Contractor shall not use federal assistance funds to support lobbying.
- B. In accordance with 31 USC § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R., Part 20, if the Project exceeds \$100,000, FTA will not make any federal assistance available to the Contractor until FTA has: (a) received the Contractor's certification that the Contractor has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement, or any other federal award from which funding for the Project is originally derived, consistent with31 USC § 1352, and (b) if applicable, the Contractor's statement disclosing any lobbying with nonfederal funds that has taken place in connection with obtaining any federal financing ultimately supporting the Project.
- C. The Contractor agrees to provide VVTA a copy of each lobbying disclosure statement with the accompanying lobbying certification provided by a prospective third-party Contractor at any tier or subrecipient at any tier.

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ATTACHMENT D CERTIFICATES FOR FEDERALLY FUNDED CONTRACTS

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BUY AMERICA CERTIFICATE (FTA)

CERTIFICATE OF COMPLIANCE WITH SECTION 165(A) ALTERNATIVE A (FTA)

Contractor hereby certifies that it will comply with the requirements of: Section 165(a) of the Surface Transit Assistance Act of 1982 and the regulations in 49 C.F.R., Part 661.

Name of Co	ntractor:			
Print the Nar	ne of Signatory:	Title:		
Signature of	Contractor:		Date:	
	ALTER	RNATIVE B (FTA)		
the Surface T	eby certifies that it cannot ransit Assistance Act of ursuant to Section 165(b) cart 661.7.	1982, but it may qua	alify for an exception	to the
Name of Co	ntractor:			
Print the Nar	ne of Signatory:	Title:		
Signature of	Contractor:		Date:	
	NOTE: COMPLETE E	ITHER ALTERNATIVE	A OR B	
	DO NOT	COMPLETE BOTH		

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Additional Information For Buy America Certificate (FTA) (Alternative B)

Contractor hereby certifies that it cannot comply with the requirements of: Section 165(a) of the Surface Transit Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transit Assistance Act and Regulations in 49 C.F.R., Part 661.7.

Item No.	Description	Type of Waiver Requested by No. (1)	Indicate Rolling Stock or Controlling Stock	Description of Foreign Components of Item	Unit Procurement Cost of Foreign Components

Notes:	(1)	For "Type of Waiver Requested," See Buy America, Section 7-5.8. List Type 1,	Name of Contractor:	
	(2)	2, 3, or 4.	Signature of Contractor:	
	(2)	Alternative A or B Buy America		(Sign here and date)

Attachment

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ELIGIBILITY CERTIFICATION FOR FEDERALLY FUNDED CONTRACTS

The award of this Contract is subject to a financial assistance Contract between the Victor Valley Transit Authority (VVTA) and the U.S. Department of Transportation. Any name appearing on the Comptroller General's list of ineligible Contractors for federally financed or assisted Contracts is not eligible for this Contract.

Proposer hereby certifies that neither the Proposer nor any of its officers or holders of a controlling interest are on the U.S. Comptroller General's list of ineligible Contractors for federally funded and assisted Contracts. In the event the Proposer or any of its Subcontractors are included on such a list during the performance of this Project, Proposer shall promptly inform VVTA of this fact.

Name of Firm	
Printed Name and Title of Signatory	
Signature	 Date

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NONCOLLUSION AFFIDAVIT

Title 23 United States Code Section 112 and Public Contract Code Section 7106

In accordance with Title 23, United States Code Section112, and Public Contract Code 7106, Proposer declares that its Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid; and has not, directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted its Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm	
Printed Name and Title of Signatory	
Signature	Date

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Date

SUBCONTRACTOR'S STATEMENT OF ELIGIBILITY

Signature

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Contractor hereby certifies that it will comply with the provisions of the VVTA Equal Employment Opportunity Program, and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, Contractor hereby certifies that it ____ has ____ has not been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the civil Rights Act of 1964, as amended, (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d); Executive Order 10925, 11114, or 111246, or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal California Court or the Office of Federal contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, explain the circumstance.

Printed Name and Title of Signatory

Signature

Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

(Name	of Proposer)	certifies	to the	best	of its	knowledge	and
belief that it and its principals:							

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by an Federal department or agency;
- 2. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
- 4. Have not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State, or Local) terminated for cause or default. If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification detailing the relevant facts or circumstances in the matter involved.

The Proposer certifies that if it later becomes aware of any information contradicting the statements in paragraphs (1) through (4) above, it will promptly provide that information to Victor Valley Transit Authority.

THE PROPOSER,,	CERTIFIES	OR A	AFFIRMS	THE
TRUTHFULNESS AND ACCURACY OF THE	CONTENTS	OF THE	STATEM	ENTS
SUBMITTED ON OR WITH THIS CERTIFICAT	ION, AND UNI	DERSTA	NDS THAT	THE
PROVISION OF 31 U.S.C. SECTIONS 3801, ET	Γ. SEQ. ARE A	PPLICA	BLE THER	ETO.
Name and Title of Authorized Representative				
Signature of Authorized Representative		to.	_	

CERTIFICATION REGARDING LOBBYING 49 C.F.R. PART 20, (APPENDIX A)

Certification for Contracts, Grants, Loans and Cooperative Agreements

{Proposer's Name} certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid, to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed, Reg. 1413 (1/19/96).
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Proposer,,	certifies or affirms	s the truthfulness and
accuracy of each statement of its certific Contractor understands and agrees that the		
to this certification and disclosure, if any.	,	
Name and Title of Authorized Representat	ve	
Signature of Authorized Representative		

CERTIFICATION OF AUTHENTICITY AND NON-COLLUSION

The undersigned, being cognizant of the contents, documents, and Attachments contained in this Request for Proposals No. 2011-01, agrees to provide Victor Valley Transit Authority with the services described in this RFP at the rates set forth in its proposal. The stated proposal (including all prices therein) shall be firm for 120 days from the due date for proposals under this RFP.

The Proposer herby affirms that this proposal is genuine and not collusive, or made in the interest of any person not therein named; that the Proposer has not directly or indirectly induced or solicited any other Proposer to refrain from proposing; and that the Proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other Proposer.

Name and Title of Authorized Representative		
Signature of Authorized Representative	Date	

VVTA RFP No. 2012-03

Attachment D.9

Final Report – Utilization of Disadvantaged Business Enterprises, First Tier Subconsultants Form (Federally Funded Projects - CEM-2402(F))

VVTA RFP No. 2012-03

Revised 12/03

Final Report of Utilization of Disadvantaged Businesses

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
LOCAL ASSISTANCE - FEDERAL - FINAL REPORT - UTILIZATION
OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRSTTIER SUBCONTRACTORS

		,
4	77	
4	ultrans	

CONTRAC	T NUMBER	COUNTY	LOCATION	PROJECT DESCRIPT	ION	FEDERAL AID	PROJECT NO.	ADMINISTERING	AGENCY	CONTRACT COMPLETI	ON DATE
PRIME CO	NTRACTOR/CONSULTAN	NT		BUSINESS ADDRESS	·				FINAL CONTE	RACT AMOUNT	
	DESCRIPTION OF			DDE 05DT		CO	ONTRACT PAYMI	ENTS	*	FEDERAL S	HARE \$
ITEM No.	WORK PERFORMED AND MATERIAL PROVIDED		RACTOR NAME ESS ADDRESS	DBE CERT. NUMBER & EXP. DATE	NON-DBE	DBE	DBE (MINORITY)	DBE (NON- MINORITY WOMEN)	DBE (MINORITY WOMEN)	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
\$	OMMITMENT	NO.	_	TOTAL DBE PAYMENTS	\$	\$	\$	\$	\$	DBE GOAL ATTAINMENT	
List all Fir	st Tier Subcontractors ork) was different than	and all Disad		ness Enterprises (DB	E's) regardles	s of tier, wheth	er or not the firr	ms were originally	/ listed for goa		
CONTRAC	TOR/CONSULTANT REP	RESENTATIVE	'S SIGNATURE					BUSINESS PHON	IE NUMBER		DATE
RESIDENT AGENCY	PROJECT ENGINEERS	SIGNATURE						BUSINESS PHON	IE NUMBER		DATE
Distribution		nal plus one cop - local agency f		led in the Expenditures () Copy - O	original forwarde LP Area Enginee		tructures, Office o	f External Liaison ar	nd Agreements)		1

EXHIBIT 17-F FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES

Attachment D.10

Disadvantaged Business Enterprises Certification Status Change Form CEM-2403(F)

VVTA RFP No. 2012-03

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

	P-CEM-2403(F) (New. 10/99)
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CONTACT NUMBER COUNTY ROUTE		POST MILES ADMINIST		STERING AGENCY		CONTRACT COMPETION DATE				
PRIME CONTRACTOR		BUSINESS ADDRESS					ESTIMATED CONTRACT AMOUNT			
Prime Contractor Attach DBE certij	: List all DBEs w fication/Decertific	ith changes in certifi cation letter in accor	cation status (certifie dance with the Specio	ed/decertified) while al Provisions	in your employ, wh	nether or not	firms were originally listed for	good ci	edit.	
CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS			BUSINESS PHONE			CERTIFICATION NUMBER	. A	MOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
								\$		
								\$		
								\$		
								\$		
								\$		
								\$		
								\$		
								\$		
								\$		
Comments:										
			I CERTIFY T	THAT THE ABOV	E INFORMATION	IS COMPI	LETE AND CORRECT			
CONTRACTOR I	REPRESENTATI	VE SIGNATURE		TITLE			BUSINESS	PHONE	NUMBER	DATE
		то	THE BEST OF MY	KNOWLEDGE, T	HE ABOVE INFO	RMATION	IS COMPLETE AND CORR	ECT		
RESIDENT ENG	INEER			,			BUSINESS	PHONE	NUMBER	DATE
DISTRIBUTION	Original cop Copy -1) Bu	y -DLAE Isiness Enterprise Pro	ogram 2) Prime Cont	actor 3) Local Age	ency 4) Resident En	ngineer				

Attachment D.11

Minority-Neutral/Minority-Conscious Disadvantaged Business Enterprises Monthly Participation Progress Report Form

VVTA RFP No. 2012-03

Minority-Neutral/Minority-Conscious Disadvantaged Business Enterprises Monthly Participation Progress Report

Contract Number	Contract Number Reporting Period (1)		UDBE Goal For This Contract		DBE Goal	Contract Awa	ard Date	Contract Completion Date		
Prime Contractor/Contr	Prime Invoice Number		Prime Invoice Amount		Original Contract Amount \$		Final Contract Amount (2)			
	CONTRACT PAYMENTS TO DBE/UDBE SUBCONTRACTORS/SUBCONTRACTORS/SUPPLIER									
	Status (check "X" here)		DBE/UDBE Participation							
Description Of Work Performed And Material Provided	Name of DBE/UDBE Subcontractor (3)	DBE	Other Minority Group (4)	Dollar Amount Paid To Each DBE Prior Period	Dollar Amount Paid To Each DBE This Period	Dollar Amount Paid To Each DBE To Date	Minority - Conscious UDBE (5) (check here)	Minority- Neutral DBE (6) (check here)	DBE Certification Number And Expiration Date	
Total Payments (7)		\$	\$	\$	\$	\$		DBE Goal At	tainment	

- (1) This report must be submitted by the Contractor with each invoice or request for payment under this Contract.
- (2) Final Contract amount will include amendments.
- (3) List First Tier DBE Subcontractors and their respective item(s) of work only. The information shall be consistent with the names and items of work in the "Subcontractor/Subcontractor List" submitted with your SOQ or Proposal.
- (4) Other Minority Groups: State Minority Business Enterprises (SMBE), State Women-Owned Business Enterprises (SWBE).
- (5) Minority-Conscious: UDBE participation that was utilized specifically to meet the proposed Contract goal or portion thereof.
- (6) Minority-Neutral: DBE participation that would have been utilized in the absence of any Contract goal provisions.
- (7) DBE payment amount will be used to calculate DBE Goal Attainment for this period

Comments/Issues:

I certify under penalty of perjury that payments to Subcontractors/Subcontractors and suppliers have been made from pervious payments received under this Project, and timely payments have been made in accordance with the Prompt Payment Provisions set forth in VVTA's DBE Program and the California Public Contract and Business Professions Codes.

Contractor/Contractor/Supplier Representative's Signature / Title and Date	Business Contact Number: Date: Phone: Email:
--	--

DBE Monthly Participation Progress Report