



Yuba-Sutter Transit Authority
REQUEST FOR PROPOSALS (RFP) #24-10
VEHICLE WRAPS, BUS STOPS, BUS SHELTER, BUILDING SIGNAGE

October 9, 2024

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PROPOSALS ARE DUE PRIOR TO 11:59pm (PST) on October 27, 2024

NOTE: Updates, changes, or addendums to the RFP are posted at:
<https://www.yubasuttertransit.com/current-requests-for-proposals>

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PART I- INSTRUCTIONS TO PROPOSERS

1.1 GENERAL

These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.

1.2 PROPOSER RESPONSIBILITY

Yuba-Sutter Transit Authority (Authority) has made every attempt to provide all information needed by Proposers for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of Proposers to examine and evaluate the work required under this Request for Proposals (RFP) and the terms and conditions under which the work is performed. By submitting a proposal, Proposer represents that it has investigated and agrees to all terms and conditions of this RFP.

1.3 SUBMISSION OF PROPOSALS

Proposals must be submitted by email to Jessica@yubasuttertransit.com prior to 11:59 p.m. on October 27, 2024.

1.4 LATE PROPOSALS

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

1.5 PARTIAL PROPOSALS

No partial proposals shall be accepted.

1.6 WITHDRAWAL OR MODIFICATION OF PROPOSALS

Any verbal modifications of the conditions or scope of work documented herein shall be considered void and ineffective for Proposal preparation and evaluation purposes. Only changes issued in the form of written addendums to this RFP from the Authority shall be considered valid and binding.

1.7 QUESTIONS REGARDING RFP AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing no later than the date indicated in Section 1.2.2. All written questions will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. The point of contact for this RFP shall be:

Jessica Solis
Program Analyst I
(530) 634-6880
Jessica@yubasuttertransit.com
<https://www.yubasuttertransit.com/current-requests-for-proposals>

All communications regarding this solicitation shall be made directly with the designated point of contact. Any verbal or written communications between any potential or actual Proposer, or its representatives, and any Authority Board Member, staff member, committee member, or consultant regarding this procurement are strictly prohibited from the date of the RFP

advertisement through the date of execution of the Agreement. The only exception to this is communications at a publicly noticed meeting of the Authority's Board of Directors. Any violation of the requirements set forth in this section shall constitute grounds for immediate and permanent disqualification of the Proposer from participation in this procurement.

1.8 ADDENDA

No interpretation of the meaning of any plans, scope of work, or other pre-proposal documents will be made to any Proposing Company orally. Every request for such interpretations shall be in writing addressed to the attention of the Authority listed above. Such requests must be received prior to the date fixed for "Written Questions Due." Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the scope of work and, if issued, will be posted on: <https://www.yubasuttertransit.com/current-requests-for-proposals>. It is the Proposer's responsibility to ensure all requests are received and answered by the Authority in a timely fashion.

Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become part of the Contract Documents. Proposer shall assume full responsibility for making itself completely aware both of the existence and contents of all addenda. Each Proposer will be presumed to have inspected any relevant site, and to have read and be thoroughly familiar with any associated or referenced plans, scope of work, or other documentation (including all addenda) and referenced legal provisions. The failure or omission of any Proposer to examine any form, instrument, document, or referenced applicable legal requirements shall in no way relieve any Proposer from any obligation with respect to the Proposal submitted.

1.9 PROPOSER'S PROPOSAL TO THE AUTHORITY

Proposers are expected to thoroughly examine the scope of work (Part II) and terms and conditions of the RFP. Proposers' terms, conditions, and prices shall constitute a firm offer to The Authority that cannot be withdrawn by the Proposer for one hundred twenty (120) calendar days after the closing date for proposals, unless a longer time period is specified by the Authority in the RFP. Any exceptions or deviations to the terms and conditions set forth in this RFP must be provided in writing and submitted with Proposer's proposal. Failure to provide such exceptions or deviations to these contractual terms with the submitted proposal shall constitute a waiver of the Proposer's right to negotiate these terms.

1.10 SINGLE PROPOSER RESPONSIBILITY

Single Proposer responsibility is required under this RFP, unless specifically stated otherwise. Each Proposer responding to this RFP must respond to all professional services and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein.

1.11 EXPERIENCE AND QUALIFICATIONS

Proposer may be required upon request of The Authority to substantiate that Proposer and its proposed subcontractors have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.

1.12 SUBCONTRACTING

The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Proposer assumes the following responsibilities: (1) serves as the sole general contractor with The Authority ; (2) assumes full responsibility for the performance of all its subcontractors, joint venturers, and other agents; (3) provides the sole point of contact for

all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each subcontractor or joint venturer; and (5) submits copies of all subcontracts and other agreements proposed to document such arrangement.

Without limiting the foregoing, any such legal documents submitted under item "5" above must (a) make the Authority a third-party beneficiary thereunder; (b) grant the Authority the right to receive notice of and cure any default by the successful Proposer under the document; and (c) pass through to the Authority and all warranties and indemnities provided or offered by the subcontractor or similar party.

1.13 EVALUATION CRITERIA AND AWARD OF CONTRACT

The award of the contract will be made to the responsible Proposer whose proposal is deemed to be most advantageous to the Authority. When evaluating price proposals for multi-year contracts, the Authority will evaluate offers for purposes of award by adding the total price for all option years to the total price for the base period. Evaluation of options will not obligate the Authority to exercise the option(s). Specific evaluation criteria are identified in the following Sections 1.23 through 1.26 of this RFP.

1.14 THE AUTHORITY PREROGATIVE

The Authority reserves the right to contract with any single firm or joint venture responding to this RFP, based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria (without performing interviews). This RFP does not commit the Authority to negotiate a contract, nor does it obligate the Authority to pay for any costs incurred in the preparation and submission of proposals or in submission of a contract.

The Authority reserves and holds at its sole discretion the following rights and options in addition to any others provided by the applicable Public Utilities Code and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

1.15 EXECUTION OF CONTRACT

The Contract shall be provided by the Authority in substantially the same form as provided in Part V and shall be executed by the successful Proposer upon receipt of the Notice of Intent to Award. Successful Proposer shall submit the required insurance certificate(s) and proof of valid business licensing no later than ten (10) days after receipt of the Notice of Intent to Award. Successful Proposer's execution of the Contract and delivery of the insurance certificate(s) specified in the RFP is a condition precedent to the finalization of the Contract. In no event shall the successful Proposer commence work until it has received the final signed Contract and notification from the Authority that the required insurance certificate(s) and proof of valid business licensing have been approved.

1.16 EQUAL OPPORTUNITY

The Authority hereby notifies potential Proposers that all firms will be afforded equal opportunity to submit Proposals in response to this request and will not be discriminated against in consideration for award on the basis of race, religion, color, sex, creed, marital status, ancestry, physical or

mental disability, medical condition, sexual orientation, national origin, age, or any other consideration made unlawful by federal, state or local laws.

While there is no specific Disadvantaged Business Enterprise (DBE) goal for this Project, DBE participation is strongly encouraged.

1.17 APPEAL PROCEDURES

(1) All requests for clarifications of scope of work, and protests of the scope of work must be received by the Authority in writing via mail or e-mail addressed to the Program Analyst I at the following:

Yuba-Sutter Transit Authority
ATTN: Jessica Solis
2100 B Street
Marysville, California 95901
Email Address: Jessica@yubasuttertransit.com

Protests must be submitted no later than the date as specified on the "Written Questions Due" date on the Schedule of Events. Verbal inquiries will not be accepted.

(2) Authority replies to requests under paragraph (1) above will be dated no later than the "Written Answers Due" date as specified in the Schedule of Events. Any verbal replies are not to be considered valid.

(3) Any requests for clarifications of scope of work, and protests of scope of work must be clearly labeled "Not A Bid" and submitted on or before the Written Questions due date mentioned. The Authority is not responsible for failure to address an appeal that has not been labeled as such.

1.18 LEVINE ACT

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any Authority Board Member from participating in or influencing the decision on awarding a contract with the Authority to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the Authority Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Authority Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Authority or for twelve months following the date a final decision concerning the contract has been made. Proposer must complete and submit with their proposal the California Levine Act Statement.

1.19 PUBLIC RECORDS ACT

The California Public Records Act (CPRA) (Government Code Sections 6250 et seq.) mandates public access to public records not otherwise exempt from disclosure under the CPRA. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between the Authority and a Proposer, is a public record that must be made available to the public upon request.

A. Confidentiality Index and Waiver of Claims

If the Proposer believes its proposal, any other communications with The Authority, or any other documents or materials of any kind provided to The Authority to supplement or

explain its proposal, or in response to any The Authority inquiry or request in connection with this RFP (“supplemental materials”), contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer’s competitive position if disclosed, the Proposer must request that The Authority withhold from disclosure the exempt information by submitting:

1. An unredacted copy of the proposal, communication and/or supplemental materials each page containing such exempt information as confidential; and
2. A redacted copy of the proposal, communication and/or supplemental materials that redacts the purportedly exempt information; and
3. A “confidentiality index” that complies with the following requirements:
 - I. For proposals, the confidentiality index must include (i) the section and page number of the proposal where the information exempt from disclosure is located; and (ii) an explanation of why the information is exempt from disclosure under the CPRA.
 - ii. For communications and supplemental materials, the confidentiality index must include (i) the section and page number of the communication or supplemental document where the information exempt from disclosure is located, as appropriate; and (ii) an explanation of why the information is exempt from disclosure under the CPRA.

By submitting a Proposal, communication, or supplemental material, Proposer:

1. Consents to the release of the redacted version of the proposal, communication, or supplemental material; and
2. Consents to the release of any portion of its proposal, communication, or supplemental material not included in the confidentiality index; and
3. Waives all claims against the Authority, its directors, officers, employees and agents, for the disclosure of such information.

If the Proposer does not include an unredacted copy, redacted copy, and confidentiality index with its proposal, communication, or supplemental material in accordance with the requirements of this section, the Authority will have no obligation to withhold any information in the proposal, communication, or supplemental material from disclosure and may release the proposal, communication, or supplemental material without liability to the Authority.

A Proposer may not designate its entire proposal or major portions of its proposal as confidential. A Proposer may not designate the Authority forms as confidential. The Authority will not honor such designations and will disclose submittals so designated to the public.

B. Upon receipt of a request pursuant to the CPRA seeking a proposal, supplemental material, or communications relating to this RFP, the Authority may provide the redacted

version of the requested record or may withhold information designated in the confidentiality index that is exempt from disclosure. If the Authority determines that information in the confidentiality index is not exempt from disclosure, the Authority will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index. In the event of conflicts between the redacted version of a record, the confidentiality index, and confidentiality designations in the body of the record, the redacted version of the record prevails.

C. Confidentiality Indemnity

By submitting a proposal, communication, or supplemental material, the Proposer agrees to indemnify, defend, and hold harmless the Authority, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal, communication, or supplemental material. If Proposer fails to accept a tender of a defense, the Authority reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

1.20 PROPOSAL PROTEST PROCEDURES

A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. There are three basic types of protests, based on the time in the procurement cycle when they occur:

1. A pre-bid or solicitation phase protest is received prior to the Proposal's due date.
2. A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
3. A post-award protest is a protest received after the award of a contract.

All protests must be submitted in writing via mail or e-mail addressed to the Executive Director at the following:

Yuba-Sutter Transit Authority
ATTN: Executive Director
2100 B Street
Marysville, California 95901
Email Address: matt@yubasuttertransit.com

Required Contents - In order to be deemed substantive, a written protest must include at a minimum the name of the protester; the applicable solicitation title, number or description; statement of grounds for the protest; adequate contact information and preferred delivery method for the response/determination.

1.21 PROPOSAL VALIDITY

All Proposals submitted must be valid for a period of one hundred twenty (120) days from the “Proposal Due Date.”

1.22 RFP/CONTRACT SCHEDULE

The Authority intends to adhere to the following solicitation schedule, but it is subject to change at the Authority’s discretion:

Schedule of Events	Date	Time
RFP Issue Date	October 9, 2024	Not Applicable
Pre- proposal Conference (Mandatory)* Location: 2100 B Street, Marysville, CA 95901	October 15, 2024	10:00 a.m. (PST)
Written Questions Due	October 17, 2024	5:00 p.m.(PST)
Written Answers Due	October 21, 2024	4:00 p.m.(PST)
Proposal Due Date	October 27, 2024	11:59 p.m. (PST) via email
Anticipated Contract Award	November 21, 2024	Not Applicable

*A pre-proposal conference to clarify any measurements or technical questions for this RFP will be held in-person. Proposers attending the meeting must email Jessica Solis at Jessica@yubasuttertransit.com prior to COB on October 14, 2024, to confirm attendance. Attendance is required to submit a Proposal.

ADDITIONAL INSTRUCTIONS TO PROPOSERS ARE SET FORTH IN OTHER SECTIONS OF THIS REQUEST FOR PROPOSALS

1.23 PROPOSAL CONTENT REQUIREMENTS

Proposers interested in providing the scope of services must submit a complete proposal by email to Jessica@yubasuttertransit.com by the deadline date and time specified in this RFP. At a minimum, the following information should be included in the proposal, as actual selection will be based on careful consideration of all pertinent data provided.

1.23.1 Introductory Letter

A letter describing the firm’s interest in providing the scope of services. Indicate the name of the firm submitting the proposal and the name of an individual to contact if further information is desired. This letter should contain a statement of the Proposer’s basic understanding of the scope of work and be based on existing information available in the RFP, available documents, and applicable regulations or requirements. This letter should also contain an expression of the Proposer’s interest in the work, a statement regarding the qualifications of the Proposer to do the work, any summary information on the proposed team, confirmation of installation schedule, agreement of repair/replacement timeline and any other information that the Proposer may deem useful or informative to the Authority, including samples/photos of past bus wraps.

1.23.2 **Qualifications, Personnel, Experience and References**

1. **Proposer's Minimum Qualifications:** Proposer will demonstrate at least five (5) years of successful experience in providing bus wrap services, producing bus stops and shelter decals.

2. **Related Experience:** Describe technical experience of firm in performing work of a closely similar nature and include any projects similar to this RFP. Also describe experience working with transit properties or other public agencies, if applicable (but not required).

3. **References:** Provide at least three, but no more than five references from other organizations (including public agencies if applicable) for which Proposer has performed services of a similar scope and size on the included References Form. References must include organization name, contact name, phone number, email address, date services were provided, and a brief description of the outcome of services rendered as well as samples/images of bus wraps. If subcontractors are to be used, include another References Form with a minimum of three references for each subcontractor proposed.

1.23.3 **Understanding of and Technical Approach to Scope of Work**

1. **Schedule and Installation:** The proposer must indicate how long it will take to complete each wrap, including final design production to confirm specs, manufacture of graphics, removal of existing vinyl (if applicable), and installation. The expectation for installation (and removal of existing vinyl, if applicable) would be 1 to 2 days per vehicle.

2. **Installers:** The proposer must submit the installers' work schedule and availability. Indicate if the schedule is Monday through Friday, 8-hour days, or if there is more flexibility. Indicate whether the installers are local or need to travel to install and make repairs. Also include any required lead time for scheduling.

3. **Repairs:** The proposer will indicate how long it would take to make repairs from the date the Authority notifies the vendor of this need and will confirm that the repairs/replacement will be performed within the maximum time period of 10 days for all vehicles, bus signage and bus shelters. Include manufacture time, shipping time (if applicable), lead time for scheduling, etc. Buses needing repair should not be out of service longer than 10 days.

1.23.4 **Subcontractors/Subconsultants**

If subcontractors are to be used, the Proposer must include in the proposal a description of the work to be done by each subcontractor. All subcontracts must be approved by the Authority and no work shall be subcontracted without the prior written approval of the Authority. It is expected that the information provided for subcontractors will also include experience and references to similar types of work.

1.23.5 **Cost, Rates**

Proposers shall use the Pricing Summary form provided for their Cost Proposal. The Cost Proposal shall show a cost estimate for each deliverable, extended out to a per-deliverable cost, with a Total Not to Exceed Price. Include shipping costs or any other required costs not listed on the Pricing Summary form if they are applicable. Markups are not allowed on

any requested reimbursable expenses; they must be billed at cost, with receipts attached to the invoice.

Provide the total estimated cost required to satisfy the requirements of this RFP. This total cost will be used as one of several criteria for selection, and will assist Yuba-Sutter Transit in identifying the Proposer that is expected to provide the best value for the work requested.

1.23.6 Exceptions to the Contract Provisions

The Proposer shall include in its response any exceptions it may have to the terms and conditions set forth in this RFP. Failure to notify the Authority of such exceptions shall waive the Proposer's right to negotiate said terms and/or conditions.

1.23.7 Past, Present and Pending Legal Actions

The Proposer shall list all claims and legal actions related to its services, within the last three years, including identifying the parties, a factual summary of the claim or action, the contention of the parties, and outcome(s).

1.23.8 Required Forms and Licenses

All forms in Part II must be completed, executed, and included with the proposal. Licensing required for this RFP: Business License

1.24 PROPOSAL SUBMITTAL

Proposals must be submitted by email to Jessica@yubasuttertransit.com by, prior to **5:00 p.m. on October 25**, at: 5:00 p.m.

1.25 SELECTION PROCEDURES

1 Selection of the successful Proposer will be based on information provided in response to the RFP. Proposals submitted by each Proposer shall be evaluated separately based on how well each proposal meets the criteria listed herein.

2 Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal. The Authority may reject any proposal if it is conditional, incomplete or contains irregularities.

3 The Authority may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal's documents or excuse the Proposer from full compliance with the contract documents if the Proposer is awarded the contract. The Authority reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

4. Those firms or persons judged by the reviewers to be the most qualified to perform the work required under the contract may be asked to participate in an oral interview.

5. The contract will not be in force until it is approved and fully executed by action of the Authority's Board of Directors. The selected Consultant shall comply with all Insurance Requirements and the conditions in the Sample Professional Services Agreement (Attachment B).

1.26 PROPOSAL EVALUATION CRITERIA

1. Does the proposal meet the minimum requirements to be responsive (supplied all documentation required).
2. Does the proposal meet the minimum qualification requirements in Section 2 to be responsible (the documentation provided shows that the Proposer is capable of performing the work).
3. Proposer's qualifications and recent experience.
4. Understanding of and technical approach to scope of work.
5. Ability to meet desired installation schedule and adhere to the repair/replacement maximum timeline.
6. References for Proposer and any Subcontractors.
7. Cost proposal.

- END OF INSTRUCTIONS TO PROPOSERS-

PART II- SCOPE OF WORK

VEHICLE WRAPS, BUS STOPS, BUS SHELTER, BUILDING SIGNAGE

2.1 INTRODUCTION

The Yuba-Sutter Transit Authority (Authority) is the sole provider of public transit service in Yuba and Sutter Counties under a joint powers' agreement between Sutter and Yuba Counties and the Cities of Marysville and Yuba City. The Authority provides four distinct public transit services within the urbanized and rural areas of the counties as listed below:

- Fixed route service in the cities of Yuba City and Marysville and the unincorporated communities of Linda and Olivehurst.
- Demand responsive Dial-A-Ride service, which includes service to seniors and persons with disabilities and complementary paratransit service as required by the Americans with Disabilities Act (ADA).
- Weekday peak hour commuter and midday service to downtown Sacramento.
- Limited rural route deviation service consisting of three separate routes between Marysville/Yuba City and the Yuba County foothills, Live Oak, and Wheatland.

Service is provided each weekday from approximately 6:30 a.m. to 6:30 p.m. and from approximately 8:30 a.m. to 5:30 p.m. on Saturdays. No service is provided on Sunday or major holidays. The Authority contracts with Storer Transit Systems, Inc. for the operation of all transit services including management, drivers, maintenance staff and cleaning staff. When referencing the Authority throughout this RFP, Storer staff is included.

The Authority currently operates a fleet of fifty-five (55) buses ranging in capacities of twelve (12) to fifty-seven (57) seated passengers.

2.2 PROJECT DESCRIPTION

Initial Phase (Within 120 days following Award) - The Authority will be modernizing and replacing the green and yellow branding currently on sixty-three (63) passenger and staff vehicles, three hundred (300) bus stops, sixty-five (65) bus shelters and three (3) building signs. With the rebranding, the Authority is seeking proposals from qualified vendors to undertake activities relating to the replacement of the Authority logo on all Authority assets and facilities. The Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each item/installation. Proposals should include any additional charges if graphic design time is required to correct the files to the quoted job specifications.

A. Vehicle Wraps

Removal of pre-existing logos as well as surface preparation and installation of high-quality partial or full wraps on the following sixty-three (63) vehicles:

- Six (6) 23-foot 2023 New England Frontrunner buses for the new "Micotransit" service (brand new installs)
- Six (6) 25-foot 2014 Chevy/Glaval Tital II 4500 buses used for Dial-A-Ride service
- Ten (10) 24-foot 2019 Ford/Glaval Universal buses used for Dial-A-Ride service
- Eleven (11) 35-foot 2019 Gilling Low Floor buses used for Fixed Route service
- Eleven (11) 35-foot 2013 Gilling Low Floor buses used for Fixed Route service
- One (1) 45-foot 2010 MCI D4500 bus used for Commuter service
- Three (3) 45-foot 2012 MCI D4500 buses used for Commuter service
- Seven (7) 45-foot 2018 MCI D4500 buses used for Commuter service
- One (1) 2003 Ford Truck F350 fleet vehicle
- One (1) 2007 Ford Escape fleet vehicle

- One (1) 2009 Ford Escape fleet vehicle
- One (1) 2006 Ford Explorer fleet vehicle
- Two (2) 2012 Chevy Cruze fleet vehicle
- One (1) 2025 Toyota RAV4 Hybrid fleet vehicle

Graphics to be installed on the individual vehicle models will depend on the service they perform, and each vehicle model may have a unique design or variation. Attachment A to the RFP shows examples of the graphics that will be applied.

- Tentative sizes and approximate layout of exterior decals shown in ATTACHMENT A.
- Specific locations of exterior decals and overall layout may be altered slightly to accommodate changes to buses.
- All artwork will be sent in the file format preferred by the vendor, if possible.

Measurement of Vehicles

A mandatory pre-proposal meeting will be held at the Authority operations and maintenance facility, located at **2100 B Street, Marysville, CA 95901, on October 15, 2024, at 10:00 a.m.** for all vendors interested in submitting proposals. Measurements of buses can be taken during the pre-proposal meeting and will not be provided after.

Current state of vehicles:

- The six (6) 23' Frontrunner buses for the "Micotransit" service are free of any vinyl graphics
- The six (6) 35', ten (10) 24', twenty-two (22) 35' and eleven (11) 45' buses are painted and have current vinyl branding on all sides,
- The six (6) existing fleet vehicles have simple vinyl branding on both sides of the front doors.
- The one (1) new fleet vehicle is expected for delivery in January, and will be free of any vinyl graphics

For the buses that are painted and have existing vinyl, the selected vendor will be responsible for removing existing vinyl and proper surface preparation before applying the new wraps.

Note: The selected vendor should plan on performing the installation (and any necessary vinyl removal prior to installation, if applicable) at the Authority's location in Marysville, California.

Bus Wrap Material and Application

The bus wraps will be high performance and durable vinyl, 3M material with laminate, or equivalent, with ultraviolet (UV) protection.

The requirements for the placement of the wraps are as follows:

- No vinyl will be allowed to interfere with any safety devices, lights, signals, or licensing. Vinyl's cannot interfere with the normal utilization of fuel doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance.

- Vinyl applied over body panel seams and vents shall be sliced and tucked into those seams/vents.
- Vinyls smaller than the allocated area shall be centered in the allocated area, with Yuba-Sutter Transit's guidance and direction.

Quantity

Proposals should be submitted for production and installation for six (6) new partial/full 23' bus wraps, and replacement of six (6) partial 25' bus wraps, ten (10) partial 24' bus wraps, twenty-two (22) partial 35' bus wraps, eleven (11) partial 45' bus wraps, and logos on seven (7) fleet vehicles. Proposers must include costs for removal of existing vinyl graphics as applicable. The Authority reserves the right to alter the final quantity and design of bus wraps based upon need.

Schedule for Installations and Repairs/Replacement

All vehicles must be wrapped within 120 days following the notice to proceed. All vehicles will be onsite and available for installations, as agreed. During regular business hours, up to three (3) vehicles at a given time can be made available, while the entire fleet will be accessible after hours. Proposals should include a proposed schedule detailing the timeframe for each vehicle to be completed.

Priority Vehicles - The six (6) new 23' 2023 buses designated for the new 'Micotransit' service should be prioritized and fully wrapped before January 1, 2024.

In addition, when wrapped buses require future vinyl repairs and/or replacement during the term of the contract, repairs/replacement must be completed within a maximum period of ten (10) business days of notification by the Authority.

Warranty (minimum requirements)

Solid Vinyl: For a period of two (2) years from date of installation, the selected vendor shall repair or replace any solid vinyl that fails or begins to fail for reasons related to the materials, production, or installation at no cost to the Authority. This repair or replacement will be completed within ten (10) business days of notification by the Authority. This applies to all vehicles.

Perforated Vinyl: For a period of six (6) months from date of installation, the selected vendor shall repair or replace any perforated vinyl that fails or begins to fail for reasons related to the materials, production, or installation at no cost to Yuba-Sutter Transit Authority. This repair or replacement will be completed within ten (10) business days of notification by the Authority.

Pre-Proposal Conference

As outlined in the Schedule of Events, the mandatory pre-proposal conference will be held on October 15, 2024, at 10:00 a.m. to address questions related to the project and provide additional details regarding project. **Proposers wishing to attend the meeting must email Jessica Solis at Jessica@yubasuttertransit.com prior to COB on October 14, 2024, to confirm attendance.** Confirmed proposers will have the opportunity to take measurements and inspect the current condition of the vehicles at this pre-proposal conference. Measuring tools will not be provided and proposers are encouraged to bring any necessary equipment. Proposals from vendors who do not attend the mandatory pre-proposal meeting will not be accepted.

B. Bus Stop Signage

Production of up to 300 vinyl bus stop signs and supplementary vinyl route names/number decal sets as outlined below. The Authority will provide an electronic format of the design(s) to the awarded proposer for sign production purposes. Proposals should include any additional

charges if graphic design time is required to correct the files to the quoted job specifications. The Authority reserves the right to proof all sign orders prior to production. Any graphic errors and vinyl issued that are not approved by the Authority will be fixed at the expense of the contractor. Attachment A to the RFP shows examples of the graphics that will be applied.

Metal Sign Specifications:

- 300 12"x 18" Aluminum plate with rounded corners and UV laminate on both sides.
 - The metal thickness is .08

Product Life

Product life of the proposed sign in terms of color fading and deterioration should be included in the proposal. All contractor-provided signs and components shall have a minimum 5-year warranty against chipping, discoloration, blistering, cracking, crazing, chalking, and loss of adhesion.

Production Schedule

All metal signs and vinyl decals must be completed within 120 days following the notice to proceed, and a proposed timeline for production of the bus stop signs must be included in the proposal.

Vinyl Decals

Vinyl route numbers must be high-performance and durable vinyl, 3M material, or equivalent, with ultraviolet (UV) protection.

Vinyl Decal Quantities:

Route

Microtransit (MOD)	125
1	55
4	60
4A/ 4B	5
3	50
6	45
70	15
99	15
Foothill Route	4
Live Oak Route	7
Wheatland Route	5
Total Decals:	386

C. Bus Shelter Signage

All decals are to be white and of 3M or equal material for maximum durability. The Authority will provide an electronic format of the design to the awarded proposer for sign production purposes. Attachment A to the RFP shows examples of the graphics that will be applied.

The white decals shall be between 5” and 5 1/2” tall to match existing length. Authority decals will be centered on the exterior of both Plexiglas end panels of each identified advertising shelter.

D. Facility Signage

The Authority is seeking to replace two (2) facility signs with updated branding. The first sign is installed on the operations and maintenance facility, located at 2100 B Street, Marysville, facing the street. The second monument style sign is adjacent to the parking entrance of the facility building. The Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each item/installation. Attachment A to the RFP shows examples of the graphics that will be applied.

Specifications

As outlined previously, the mandatory pre-proposal conference will be held on October 15, 2024, at 10:00 a.m. to address questions and provide additional details related to the project. **Proposers wishing to attend the meeting must email Jessica Solis at Jessica@yubasuttertransit.com prior to COB on October 14, 2024, to confirm attendance.** Confirmed proposers will have the opportunity to take measurements and inspect the current condition of the facility signs at this pre-proposal conference. Measuring tools will not be provided and proposers are encouraged to bring any necessary equipment. Proposals from vendors who do not attend the mandatory pre-proposal meeting will not be accepted.

Product Life

Product life of the proposed sign in terms of color fading and deterioration should be included in the proposal. All contractor-provided signs and components shall have warranty against chipping, discoloration, blistering, cracking, crazing, chalking, and loss of adhesion. The Proposal must include warranty of the materials and production. The Proposal must highlight material recommendations, preferably similar to what is currently used.

Production Schedule

A proposed timeline for the production and installation of facility signage should be included in the proposal.

2.3 Phase 2 (Commencing Upon Completion of Phase 1) – Following completion of the initial phase of the project, the Authority wishes to retain the services of the selected vendor to provide ongoing vinyl signage/vehicle graphics production, installation, and/or related support services (excluding warranty work as described above) for a period of up to three (3) years, with options for up to two (2), one-year extensions, subject to additional contract terms. This ongoing support phase will be for an indefinite quantity of work and/or materials that are similar in nature but not necessarily directly related to the initial project scope. The Authority anticipates this ongoing support phase will not exceed four hundred (400) total hours of project work over the full term of the contract.

Interested proposers are invited to submit a proposal to provide ongoing, non-warranty services and supply additional items as needed. In order for consideration, proposals must include all applicable loaded labor rates, projected for the life of the three (3) year base contract term and two (2), additional one-year option years. Per federal procurement statute, flat cost escalators or percentage-based markup on materials are not allowable. As with the initial project, the Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each new item/installation. Proposals should include any additional charges if graphic design time is required to correct the files to the quoted job specifications.

- END OF SCOPE OF WORK -

PART III- GENERAL CONDITIONS TO THE CONTRACT

3.1 GENERAL PROVISIONS

3.1.1 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. Contractor shall ensure throughout the term of this Agreement that all federal, state and local laws and requirements are met including any requirements the Authority is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

3.1.2 Right to Modify Contract

The Authority may extend the term of this Contract, or otherwise amend the Contract. Any such extension or amendment shall be effective only upon written agreement of the parties in accordance with Section 12.15.

3.2 TERMINATION

3.2.1 Termination for Convenience

- A. The performance of Work under this Contract may be terminated by the Authority upon fifteen (15) days' notice at any time without cause for any reason in whole or in part, whenever the Authority determines that such termination is in the Authority's best interest.

Upon receipt of a notice of termination, and except as otherwise directed by the Authority, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the Authority in the manner, at the time, and to the extent directed by the Authority all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Authority shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Authority, to the extent the Authority may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the Authority and deliver in the manner, at the time, and to the extent, if any, directed by the Authority the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated and

the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Authority; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by the Authority, any property of the types referred to above provided, however, that the Contract shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Authority, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the Authority to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Authority may direct; (8) complete performance of such part of the Work as shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as the Authority may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

3.1.2 Termination for Default

- A. The Authority may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within the time period stated in the Scope of Work section of the RFP; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.
- B. If the Contract is terminated in whole or in part for default, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the Authority, the Contractor shall be liable to the Authority for any excess costs for such similar supplies or services and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- C. If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and the Authority shall be considered to have been terminated pursuant to termination for convenience of the Authority pursuant to Article 2.1 from the date of Notification of Default.

3.1.3 No Limitation

The rights and remedies of the Authority provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3.1.4 Transition upon Termination or Expiration of Contract

Upon the termination of this Contract, if the Contractor is not awarded a new contract, the Contractor must cooperate fully with the Authority and the successor contractor to provide electronic copies of all reports, writings, documents or any other submittal related to this Contract (Work Product) requested by the Authority and/or the successor contractor to the successor contractor, and ensure a smooth transition. All Work Products must be provided in a format that is usable by the successor contractor, such as latest version of Microsoft Word and/or Excel. Upon the Authority staff's recommendation of award of contract, the Contractor must begin preparing all Work Product to allow for a smooth transition.

3.1.5 Transition upon Termination or Expiration of Contract

Upon the termination of this Contract, if the Contractor is not awarded a new contract, the Contractor must cooperate fully with the Authority and the successor contractor to provide electronic copies of all reports, writings, documents or any other submittal related to this Contract (Work Product) requested by the Authority and/or the successor contractor to the successor contractor and ensure a smooth transition. All Work Products must be provided in a format that is usable by the successor contractor, such as latest version of Microsoft Word and/or Excel. Upon the Authority staff's recommendation of award of contract, the Contractor must begin preparing all Work Product to allow for a smooth transition.

3.3 PROFESSIONAL STANDARDS

Proposer shall at all times during the term of this contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract.

3.3.1 PROFESSIONAL RELATIONS

A. Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. The Authority shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to this Contract (including,

without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of the Authority is to ensure that such services are performed and rendered in a competent and cost effective manner.

B. Benefits

Contractor (including, without limitation, its officers, shareholders, subcontractors and employees) has no claim under this Contract or otherwise against the Authority for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit of any kind.

3.3.2 Liabilities against Procuring Agency

A. The Vendor shall indemnify, keep and save harmless the Authority, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, that may accrue against the Authority arising out of or resulting from the Vendors acts or omissions, including acts or omissions of its employees, servants and agents.

3.4 CONTRACT DOCUMENTS

All terms and conditions included in this solicitation will be incorporated into any resulting contract. The Authority is subject to sales tax, use tax, imposts, revenues, excise or other taxes, which are now or which may hereafter be imposed by Congress, by a state or any political subdivision hereof and applicable to the sale or the material delivered as a result of the selected Proposer's proposal and which, by the terms of the tax law, must be passed directly to the Authority, will be paid by the Authority.

1.1.1 The Contractor further agrees to defend any and all such actions, suits or claims with counsel acceptable to the Authority, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered or settlement reached against the Authority, or any of the other individuals enumerated above in any such action, the Contractor shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Contract.

3.5 "PROFESSIONAL LIABILITY" INSURANCE

Without limiting Consultant's and Subconsultant's liability and at its sole expense, Consultant's and Subconsultant's shall obtain, pay for, and maintain a Professional Liability insurance policy.

The Professional Liability policy must:

A. Include "errors and omissions" coverage or "malpractice" coverage; Afford "practice specific" or "project specific" coverage;

B. Provide limits of liability in an amount not less than:

- (1) TWO MILLION DOLLARS (\$2,000,000) per claim; and
- (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate.

C. Cover a claim or claims arising out of the performance of professional services by:

- (1) Consultant's or Subconsultant(s);
 - (2) Anyone whom Consultant or its Subconsultant(s) directly or indirectly employs or uses; or
 - (3) Anyone whose acts Consultant or its Subconsultant(s) may be liable;
- and

D. Provide coverage for:

- (1) The duration of this Agreement; and
- (2) At least three (3) years after the Project's completion:
 - a. Consultant shall obtain, pay for, and maintain an endorsement that adds an "extended reporting period" ("ERP") or a "discovery" feature— to allow the Authority to report a claim— for a period of not less than three (3) years following the initial policy's expiration, or following the Authority's recordation of its "notice of completion" for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
 - b. Consultant shall obtain, pay for, and maintain successive renewal or replacement policies (with "prior acts" coverage), for a period of three (3) years following the initial policy's expiration, or following the Authority's recordation of its "notice of completion" for the Project, whichever date is later. Each policy must have a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

3.6 "WORKERS' COMPENSATION" INSURANCE

3.6.1 At its own expense, Consultant shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

A. Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and

B. Employer's Liability insurance in an amount not less than:

(1) TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease;

(2) TWO MILLION DOLLARS (\$2,000,000) per employee for bodily injury or disease; and

(3) TWO MILLION DOLLARS (\$2,000,000) policy limit.

3.6.2 Consultant's and Subconsultant's shall provide the Authority with a "*certificate of insurance*"— on a form satisfactory to the Authority Attorney or Authority's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

3.6.3 The Authority shall not be liable to Consultant's and Subconsultant's personnel, or anyone Consultant's and Subconsultant's directly or indirectly employs or uses, for a claim at law or in equity arising out of Consultant's and Subconsultant's failure to comply with this Agreement's workers'

3.7 "COMMERCIAL GENERAL LIABILITY" OR "BUSINESS OWNERS LIABILITY"

INSURANCE

3.7.1 At its own expense, Consultant shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a "Commercial General Liability" or a "Businessowners Liability" insurance policy on an *occurrence* basis to fully protect Consultant and the Authority from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the Authority and its officers, agents, employees, and representatives (collectively, "AUTHORITY AND ITS REPRESENTATIVES") as *additional insureds*.

3.7.2 Coverage afforded to the AUTHORITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to Consultant. If Consultant has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to the AUTHORITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

A. ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;

B. ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;

C. ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage;

D. TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

3.7.3 The liability insurance must include all major divisions of coverage and must cover:

- A. Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- B. Independent Contractors’ Protective Liability;
- C. Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- D. Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- E. Contractual Liability; and
- F. Broad Form Property Damage.

3.7.4 Consultant shall provide the Authority with a “*certificate of insurance*” an “*additional insured endorsement*” and a “waiver of subrogation”— on forms satisfactory to the Authority Attorney or the Authority’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

3.7.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The Yuba-Sutter Transit Authority, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the Yuba-Sutter Transit Authority. The Yuba-Sutter Transit Authority’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the Yuba-Sutter Transit Authority for any policy cancellation, termination, non-renewal, or reduction in coverage.”

3.8 GENERAL REQUIREMENTS

3.8.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- A. It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- B. It must be domiciled within, and organized under the laws of, a State of the United States; and
- C. It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

3.8.2 If the Agreement requires any of the foregoing insurance coverages to remain in force

after the Final Payment, and if they are reasonably available, Consultant shall submit to the Authority— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages' continuation.

3.8.3 A deductible or self-insured retention is subject to the Authority's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- A. The amount of the deductible, or self-insured retention, or both;
- B. Whether a limit of insurance has been lowered by any pending or paid claim; and
- C. The current limit amount, as lowered by the pending or paid claim.

3.8.4 Despite any conflicting or contrary provision in Consultant's insurance policy:

A. If Consultant's insurance company adds the Authority, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of the Authority, or its representatives, or both, that insurer shall:

(1) Pay those sums that the Authority, or its representatives, or both, become legally obligated to pay as damages; and

(2) Defend— and pay the costs

B. Consultant's insurance is primary;

C. Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to the Authority, or its representatives, or both, is excess over Consultant's insurance;

D. The Authority's insurance, or self-insurance, or both, will not contribute with Consultant's insurance policy;

E. Consultant and Consultant's insurance company waive— and shall not exercise— any right of recovery or subrogation that Consultant or the insurer may have against the Authority, or its representatives, or both;

F. Consultant's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;

G. Consultant's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

H. The Authority is not liable for a premium payment or another expense under Consultant's policy.

3.8.5 At any time during the duration of this Agreement, the Authority may do any one or more of the following:

A. Review this Agreement's insurance coverage requirements; or

B. Require that Consultant:

(1) Obtain, pay for, and maintain more or less insurance depending on the Authority's assessment of any one or more of the following factors:

a. The Authority's risk of liability or exposure arising out of, or in any way connected with, the services of Consultant under this Agreement;

b. The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of Consultant under this Agreement; or

c. The availability, or affordability, or both, of increased liability insurance coverage;

(2) Reduce or eliminate a deductible or self-insured retention as it applies to the Authority; or

(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to the Authority for liability, or costs, or both, that the Authority incurs during the Authority's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

3.8.6 Consultant shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that the Authority specifies for any coverage that Consultant must maintain after the Final Payment.

3.8.7 Consultant's insurance company or self-insurance administrator shall mail Authority written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

3.8.8 Consultant shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, Consultant shall deliver to the Authority evidence of the required coverage as proof that Consultant's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

3.8.9 At any time, upon the Authority's request, Consultant shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Consultant's self-insurance program— all in a form and content acceptable to the Authority Attorney or Authority's Risk Manager.

3.8.10 If Consultant hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on Consultant's behalf, Consultant shall ensure that the Subconsultant:

- A. Meets, and fully complies with, this Agreement's insurance requirements;
- B. Delivers to the Authority— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- C. Furnishes the Authority, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for Authority's review, or approval, or both.

3.8.11 Consultant's failure to comply with an insurance provision in this Agreement constitutes a breach upon which Authority may immediately terminate or suspend Consultant's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, Authority may obtain or renew the insurance, and Authority may pay all or part of the premiums. Upon demand, Consultant shall repay Authority for all sums or monies that Authority paid to obtain, renew, or reinstate the insurance, or Authority may offset the cost of the premium against any sums or monies that Authority may owe Consultant.

3.9 CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

3.9.1 Consultant shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When Consultant signs and delivers the Agreement to AUTHORITY, Consultant also shall deliver:

- A. A "certificate of insurance" for each required liability insurance coverage;
- B. An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require Consultant to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- C. A Waiver of Subrogation endorsement for Commercial General Liability coverage or Businessowners Liability coverage, unless this Agreement does not require Consultant to obtain and maintain Commercial General Liability coverage or Businessowners Liability coverage;
- D. A "certificate of insurance" for Workers' Compensation insurance; or

If Consultant is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or

If Consultant is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form; and

A complete copy of Consultant's Professional Liability insurance policy, including all forms and endorsements attached to it.

3.9.2 Authority will neither sign this Agreement nor issue a "Notice to Proceed" until the Authority Attorney or Authority's Risk Manager has reviewed and approved the insurance documents. Authority's decision as to the acceptability of all insurance documents is final. Unless Consultant obtains Authority's written approval, Authority will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

3.10 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

3.10.1 This Agreement's insurance provisions:

A. Are separate and independent from the indemnification and defense provisions in this Agreement; and

B. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions of the Agreement.

3.11 SINGLE PROPOSAL

If only one proposal is received in response to the RFP, Proposer may be required to submit additional information. The Authority may conduct a cost or price analysis of the cost proposal to determine if the proposal price(s) is(are) fair and reasonable. Proposer shall cooperate with the Authority in compiling and submitting detailed information for the cost and price analysis. The Authority reserves the right to not award the contract, should it determine that the proposal is not in its best interest.

3.12 PREVAILING WAGE AND CERTIFIED PAYROLL

To the extent work performed is subject to California Labor Code prevailing wage requirements, pursuant to Section 1773 of the California Labor Code, the general prevailing rate of wages for the resulting contract has been determined by the Director of the Department of Industrial Relations, and such prevailing rate of wages is listed in the State of California, Business and Transportation Agency, Department of Transportation Publication entitled General Prevailing Wage Rates, current edition, and may be accessed online at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

Contractor shall comply with the statutory requirements related to certified copies of payroll records including the maintenance of the records, their certification and their submission with invoices on a weekly basis, pursuant to Labor Code Section 1776.

3.13 MISCELLANEOUS PROVISIONS

A. Successors and Assigns

The Contract shall inure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this Article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

B. Survival of Rights and Obligations

In the event of termination, the rights and obligations of the parties which by their nature survive termination of the services covered by this Contract shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall remain; and the hold harmless agreement contained in Article 6 shall survive.

C. Limitation on the Authority's Liability

The Authority's liability is, in the aggregate, limited to the total amount payable under this Contract.

D. Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on the Authority premises or distribute same to the Authority employees.

E. Publicity

Contractor agrees to submit to the Authority all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein the Authority's name is mentioned or language used from which the connection of the Authority's name therewith may, within reason, be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of the Authority

F. Consent to Breach Not Waiver

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

G. Attorneys' Fees

In the event that suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit,

whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

H. No Conflict of Interest

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

3.14 No Discrimination

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, creed, national origin, age, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

A. Prohibition of Discrimination against Qualified Handicapped Persons

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs.

A. Cal OSHA/Hazardous Substances

B. Contractor shall comply with California Code of Regulations, Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on the Authority's property, (2) ensure that its employees take appropriate protective measures, and (3) provide the Authority's Manager of Facility Maintenance with a Safety Data

C. Sheet (SDS) for all hazardous substances to be used on the Authority property.

D. Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify the Authority against any and all damage, loss, and injury resulting from non-compliance with this Article.

E. Contractor will comply with the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety

Code Sections 25249.5 - 25249.13. Contractor will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.

F. Contractor shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Contractor. Contractor shall be solely responsible for all clean-up efforts and costs.

3.15 Buy America

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States, microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C.

5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

3.16 Non-Assignment of Contract

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or Contractor's right, title or interest in or to the same or any part thereof without previous written consent by the Authority; and any such action by Contractor without the Authority's previous written consent shall be void.

3.17 No Subcontract

Contractor shall not subcontract or permit anyone other than Contractor or its authorized staff and subcontractors to perform any of the scope of work, services or other performance required of Contractor under this Contract without the prior written consent of the Authority. Any such action by Contractor without the Authority's previous consent shall be void.

A. Severability

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, and shall in no way be affected, impaired or invalidated.

B. All Amendments in Writing

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

C. Audit

This Contract is subject to audit by Federal, State, or the Authority personnel or their representatives at no cost for a period of four (4) years after the date of expiration or termination of the Contract. Requests for audits shall be made in writing, and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the four-year period that the Contract is subject to audit, Contractor shall maintain detailed records substantiating all costs and expenses billed against the Contract.

D. Smoking Prohibited

Contractor, its employees and agents shall not smoke in any enclosed area on the Authority's premises or in a Authority vehicle.

E. Responsibility for Equipment

- i. The Authority shall not be responsible nor held liable for any damage to person or property consequent upon the use, or misuse, or failure of any equipment used by Contractor, or any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the Authority.
- ii. Contractor is responsible for returning to the Authority in good condition any equipment, including keys, issued to it by the Authority pursuant to this Contract. If the Contractor fails or refuses to return Authority issued equipment within five days of the conclusion of the contract work, the Authority shall deduct the actual costs to repair or replace the equipment not returned from the final payment owed to Contractor or take other appropriate legal action at the discretion of the Authority.

3.18 Grant Contracts

Contractor shall ensure throughout the term of this Contract that all federal, state and local laws and requirements are met including any requirements the Authority is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding. Contractor is notified that the project may be funded in part by the Federal Transit Administration and must be designed in compliance with the Buy America regulations 49 CFR Part 661. Scope of Work that are not in compliance with Buy America will constitute a default and must be re-performed at no cost to the Authority.

- END OF GENERAL CONDITIONS TO THE CONTRACT -

COST PROPOSAL FORM-VEHICLE WRAPS

	Item No.	Item Description	Qty.	Unit Price	Tax if applicable	Extended Price
23' Microtransit Buses (2023)	1	BUS WRAP MATERIALS PER UNIT	6			
	2	INSTALLATION OF BUS WRAP	6			
25' Dial-A-Ride Buses (2014)	4	BUS WRAP MATERIALS PER UNIT	6			
	5	INSTALLATION OF BUS WRAP	6			
	6	REMOVAL OF EXISTING WRAP and/or GRAPHICS	6			
24' Dial-A-Ride Buses (2019)	7	BUS WRAP MATERIALS PER UNIT	10			
	8	INSTALLATION OF BUS WRAP	10			
	9	REMOVAL OF EXISTING WRAP and/or GRAPHICS	10			
35' Fixed Route Buses (2013, 2019)	10	BUS WRAP MATERIALS PER UNIT	22			
	11	INSTALLATION OF BUS WRAP	22			
	12	REMOVAL OF EXISTING WRAP and/or GRAPHICS	22			
45' Commuter Buses (2010,2012, 2018)	13	BUS WRAP MATERIALS PER UNIT	11			
	14	INSTALLATION OF BUS WRAP	11			
	15	REMOVAL OF EXISTING WRAP and/or GRAPHICS	11			
Fleet Vehicles	16	BUS WRAP MATERIALS PER UNIT	6			
	17	INSTALLATION OF BUS WRAP	6			
	18	REMOVAL OF EXISTING WRAP and/or GRAPHICS	6			

*Should any other fees apply, please		
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provide details		
TOTAL BID AMOUNT FOR SIGNS:		

Signature of Authorized Official _____

Name _____ Title _____

COST PROPOSAL FORM-BUS STOP SIGNAGE

Firm Name	
Address	

Unit	Information for unit	
Price per sign 12" x 18" sign		
Price per vinyl route numbers		
Meets materials specifications?	Yes __	If no, please attach explanation
Product life of standard sign in years		
Optional product life extension available	Yes ____	
Product life extension above standard in years		
Taxes		
*Should any other fees apply, please provide details		
TOTAL BID AMOUNT FOR SIGNS:		

Signature of Authorized Official _____

Name _____ Title _____

COST PROPOSAL FORM-BUS SHELTER SIGNAGE

Firm Name	
Address	

Unit	Information for unit	
Price for vinyl decals		
*Should any other fees apply, please provide details		
TOTAL BID AMOUNT FOR SIGNS:		

Signature of Authorized Official _____

Name _____ Title _____

COST PROPOSAL FORM-FACILITY SIGNAGE

Firm Name	
Address	

Unit	Information for unit	
Price for Facility Signage (3)		
*Should any other fees apply, please provide details		
TOTAL BID AMOUNT FOR SIGNS:		

Signature of Authorized Official _____

Name _____ Title _____

CERTIFICATIONS AND RESTRICTIONS ON LOBBYING

I _____ hereby

certify (Name and title of Principal)

On behalf of

that: (Name of Bidder/Company Name)

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

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Signature of authorized representative (Principal) _____ Date ____ / ____ / ____

Type or print name: _____

DRUG FREE WORKPLACE CERTIFICATION

I _____ hereby certify
on behalf of (Name of authorized official)

_____ that (NAME OF COMPANY)

The CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-free Awareness Program, as required by Government Code Section 8355(b), to inform employees all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm’s policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs, and
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm’s drug-free policy statement, and
2. Will agree to abide by the terms of the firm’s statement as a condition of employment on the contract.

CERTIFICATION:

I, _____, hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

By _____
(Signature of authorized official)

(Title of authorized official)

NON-COLLUSION CERTIFICATION OF PROPOSING PRIME CONTRACTOR

I _____ of _____ certify that:
(Printed name of authorized representative) (Proposing Company name)

- 1) Am fully informed with respect to the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
- 2) Such Proposal is genuine and is not a collusive or sham Proposal;
- 3) Neither the said Proposing Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, Bidding Sub-contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposing company, firm or person to fix the price or prices in the referenced proposal or of any other Bidding or Proposing Company, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other Bidding or Proposing Company, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against any person interested in the proposed Contract; and
- 4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposing Company or any of its agents, representatives, owners, employees, or parties in interest, including the undersigned.

Signature: _____

Title: _____

Date: _____

CALIFORNIA LEVINE ACT

California Government Code Section 84308 (commonly referred to as the "Levine Act") prohibits any Agency Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than \$250 from the person or company awarded the contract within the previous twelve (12) months, and for three

(3) months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the links below to review the names of Board members prior to answering the below questions:

Board Members: <https://www.yubasuttertransit.com/board-members>

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Agency Board Member in the twelve (12) months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

YES NO. If yes, please identify the Board Member(s):

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any Agency Board Member in the three (3) months following any Board action related to this contract?

YES NO. If yes, please identify the Board Member(s):

Answering yes to either of the two (2) questions above does not preclude the Agency from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

REFERENCE FORM

Provide three references of similar sized projects/accounts preferably located in the state of California. Include detailed information about the services provided on this form.

1. Name: _____ Phone Number: _____
Address: _____
Contract: _____ Award Date: _____
Contract: _____ End Date: _____
Contact Name/Title: _____
Description of Services Provided: _____

2. Name: _____ Phone Number: _____
Address: _____
Contract: _____ Award Date: _____
Contract: _____ End Date: _____
Contact Name/Title: _____
Description of Services Provided: _____

3. Name: _____ Phone Number: _____
Address: _____
Contract: _____ Award Date: _____
Contract: _____ End Date: _____
Contact Name/Title: _____
Description of Services Provided: _____

ATTACHMENT A- ART VISUALS

a. Vehicles

**25-foot 2014 CHEVY/GLAVAL TITAN II 4500 Buses used for Dial-A-Ride
Partial Wrap**

Current Design



New Design



**45-foot MCI Sacramento Commuter
Partial Wrap**

Current Design



New Design



35-foot Gilling Low Floor- Fixed Route service

Current Design



New Design

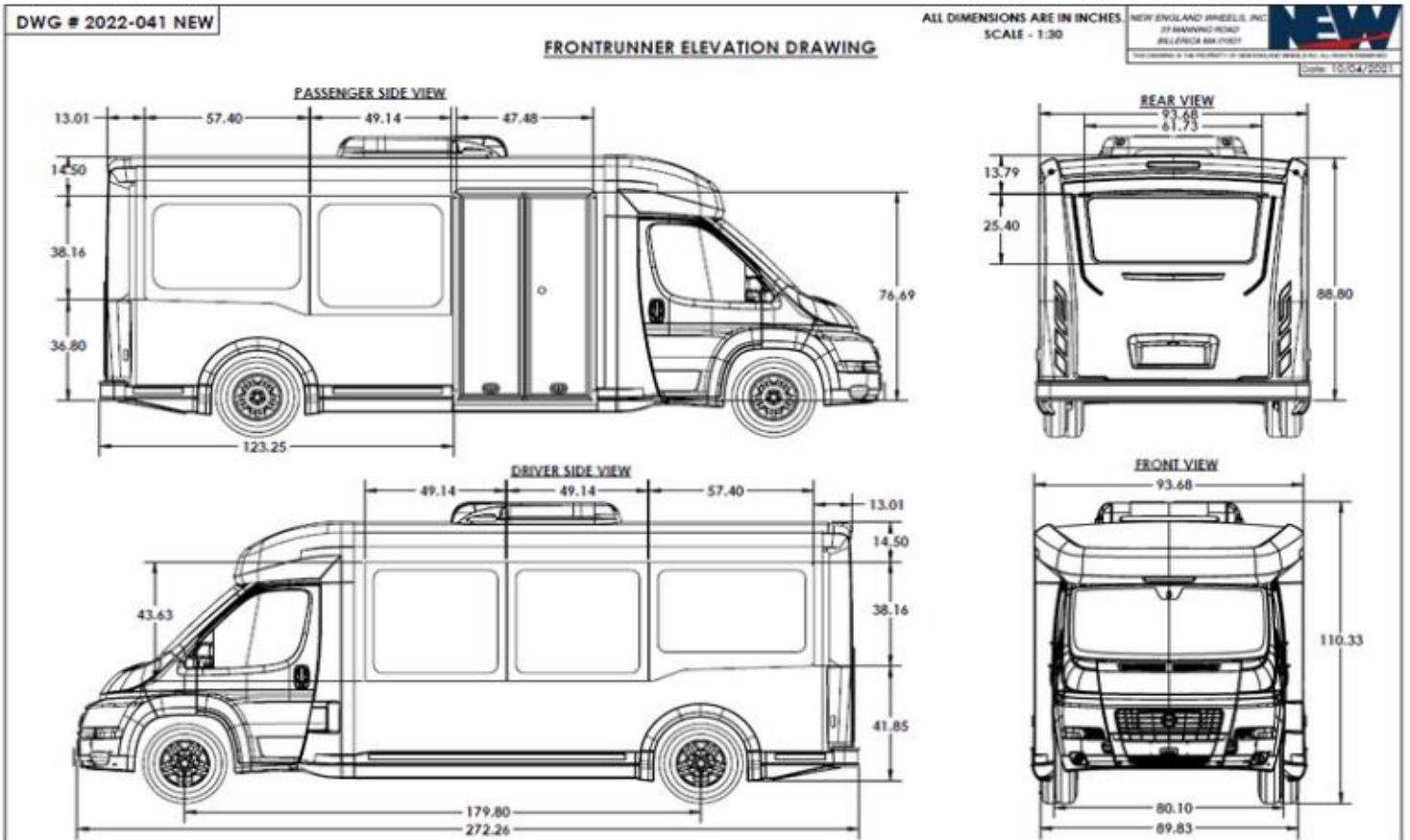
23-foot 2023 New England Frontrunner for the new "Micotransit" (MOD) service

Full Wrap



New Design

Elevation Draw



c. Bus Shelter Signage



Current Design



New Design
*Subject to
Change*

d. Shelter Signage



Current Design



New Design
*Subject to
Change*

d. Facility Signage

(1)- Facility Entrance



Current Design

(2)- Street Signage



Current Design



New Design

- END OF ATTACHMENT A -

**ATTACHMENT B- SAMPLE PROFESSIONAL SERVICES
AGREEMENT**

***(The Professional Services Agreement Will Be
Finalized Upon Notification of Award)***

This Agreement is made and entered into as of the ____ day of _____, 2024, by and between the Yuba- Sutter Transit Authority ("Authority") and _____ ("Contractor").

RECITALS

- A. The Authority is a joint powers authority which arranges for various public transportation services to operate within and without the boundaries of the counties of Yuba and Sutter in California.
- B. The Contractor is specially trained, experienced, and competent to provide the professional services required by this Agreement.
- C. The Contractor possesses the knowledge, ability, licenses, and certifications, as may be required by law, to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- D. Authority desires to retain Contractor to render the professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Contractor shall furnish the following services in a professional manner: Contractor shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Contractor shall provide such professional services at the time, place, and in the manner specified in Exhibit "A," subject to the direction of the Authority.
- 2. Time of Performance. The services shall commence upon execution of this Agreement and shall continue until terminated as set forth in Section 6 (Termination) of this Agreement.
- 3. Compensation. Compensation to be paid to the Contractor will not exceed \$_____. Authorized project work will be billed according to the rates proposed on Form 1 –

Cost Proposal and hereto attached as Exhibit "C". Payment by Authority under this Agreement shall not be deemed a waiver of defects in Contractor's services, even if such defects were known to the Authority at the time of payment.

4. Method of Payment. Contractor shall submit monthly billing to Authority. Authority shall pay Contractor within a reasonable time upon approval of the monthly invoice by the Executive Director, such approval to not be unreasonably withheld.
5. Additional Services. At any time during the term of this Agreement, Authority may request that Contractor provide Additional Services. As used herein, "Additional Services" means any services which are determined by Authority to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Additional Services without prior written authorization from the Authority that specifies the services to be provided, personnel to be used, and the not-to-exceed cost for the additional services. Such services shall be billed at the hourly rate set forth on Form 1 –Cost Proposal (Exhibit "C").
6. Termination. This Agreement may be terminated by the Authority at any time. Upon termination, Contractor shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. The Authority acknowledges the Contractor's documents, including electronic files, as the work papers of the Contractor and the Contractor's instruments of professional service. All plans, studies, documents, and other work products prepared by and for Contractor, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, shall become the property of the Authority upon payment to Contractor for such services, and the Authority shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall provide such reports, plans, studies, documents and other work products to the Authority within three (3) days after written request. Nothing herein shall be construed as a limitation on Contractor's right to re-use component design details, features and concepts on other projects, in other contexts or for other clients.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all

copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, CDs or other electronic form which are prepared or caused to be prepared by Contractor under this Agreement ("Documents and Data"). Contractor shall require all sub-Contractors to agree in writing that Authority is granted a nonexclusive and perpetual license for any Documents and Data the sub-Contractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents and Data. Contractor makes no such representation and warranty in regard to Documents and Data which may be provided to Contractor by Authority. Authority 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 Authority's sole risk.

9. Confidentiality. All ideas, memoranda, scope of work, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of the Agreement shall be held confidential by Contractor unless and until such documents become a matter of public record. Such materials shall not, without the prior written consent of Authority, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Authority's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of Authority.
10. Contractor's Books and Records
 - a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to

- Authority for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.
- b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Authority's Transit Manager, Attorney, or a designated representative of these officers. Copies of such documents shall be provided to the Authority for inspection at 2100 B Street, Marysville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - d. Where Authority has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, Authority may, by written request by any of the above-named officers, require that custody of the records be given to the Authority and that documents be maintained by Authority.
11. Independent Contractor. It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Authority. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to Authority's employees, and Contractor hereby expressly waives any claim it may have to any such rights.
12. Interest of Contractor. Contractor (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
13. Professional Ability of Contractor. Authority has relied upon the professional training

and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Contractor under this Agreement, shall be by Alliant Networking Services, Inc., and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

14. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
15. Licenses. Contractor represents and warrants to Authority that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to Authority that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement , any licenses, permits, insurance, and approvals which are required by the Authority for its business.
16. Indemnity. To the fullest extent allowed by law, Contractor specifically agrees to indemnify, defend, and hold harmless the Authority, its officers, agents, member jurisdictions and employees (hereinafter collectively the "Authority") from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees and expert witness expenses), damages, and liabilities resulting from injury or death of a person or injury to property or any other claim, arising out of or in any way connected with the performance of this Agreement, however caused regardless of any negligence of the Authority, whether active or passive, excepting only such claims as may be caused by the sole active negligence or willful misconduct of the Authority. The Contractor shall pay all costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. Contractor shall provide indemnity to the Authority pursuant to this paragraph in the event the Claimant and/or the Authority allege conduct on Contractor's part which renders Contractor fully or partially responsible for the alleged claim or otherwise obligated to provide a defense and/or indemnity to the Authority. Contractor's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. Contractor shall defend and indemnify the Authority pursuant to this section unless and until it is finally established by a court of law that the Authority's sole active negligence or willful misconduct caused the alleged claim. The defense and indemnification obligations of this Agreement are

undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts. The indemnity provisions of this section survive the termination and/or expiration of the Agreement. Contractor's duty to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the Authority may be liable without fault or be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the Authority has been determined. The duty to defend applies immediately regardless of whether the Authority has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the Authority on behalf of itself reserves the right to assume the defense of any action, arbitration or proceeding against which Contractor may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without affecting Contractor's obligation to indemnify for the cost of such defense. Contractor shall be liable to the Authority for any loss of or damage to Authority property arising from or in connection with Contractor's performance hereunder. Authority may deduct any costs and expenses incurred pursuant to the above from payments due or which may become due to the Contractor.

17. Insurance Requirements. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail and by email. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Authority: **Yuba Sutter Transit Authority**
 2100 B Street
 Marysville, CA 95901
 Attn: Executive Director

If to Contractor: _____

Attn: _____

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between Authority and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and Authority.
21. Assignments and Subcontracting. The parties recognize that a substantial inducement to Authority for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of Authority. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written authorization of Authority. If Authority consents to such subcontract, Contractor shall be fully responsible to Authority for all acts or omissions of any sub-Contractor of Contractor. Nothing in this Agreement shall create any contractual relationship between Authority and sub- Contractor nor shall it create any obligation on the part of Authority to pay or to see to the payment of any monies due to any such sub-Contractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Yuba.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences

any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorney's fees.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
28. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.
29. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement , or obtain any present or anticipated material benefit arising therefrom.
30. Equal Opportunity Employment. Contractor represents that Contractor is an equal opportunity employer and Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
31. Rights. This agreement does not create any rights in any person or entity other than the parties hereto."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

YUBA-SUTTER TRANSIT AUTHORITY

By: _____

By: _____

_____, **Executive Director**

Business License #: _____

Tax ID: _____

ATTACHMENT-SCOPE OF WORK

VEHICLE WRAPS, BUS STOPS, BUS SHELTER, BUILDING SIGNAGE

1.1 INTRODUCTION

The Yuba-Sutter Transit Authority (Authority) is the sole provider of public transit service in Yuba and Sutter Counties under a joint powers' agreement between Sutter and Yuba Counties and the Cities of Marysville and Yuba City. The Authority provides four distinct public transit services within the urbanized and rural areas of the counties as listed below:

- Fixed route service in the cities of Yuba City and Marysville and the unincorporated communities of Linda and Olivehurst.
- Demand responsive Dial-A-Ride service, which includes service to seniors and persons with disabilities and complementary paratransit service as required by the Americans with Disabilities Act (ADA).
- Weekday peak hour commuter and midday service to downtown Sacramento.
- Limited rural route deviation service consisting of three separate routes between Marysville/Yuba City and the Yuba County foothills, Live Oak, and Wheatland.

Service is provided each weekday from approximately 6:30 a.m. to 6:30 p.m. and from approximately 8:30 a.m. to 5:30 p.m. on Saturdays. No service is provided on Sunday or major holidays. The Authority contracts with Storer Transit Systems, Inc. for the operation of all transit services including management, drivers, maintenance staff and cleaning staff. When referencing the Authority throughout this RFP, Storer staff is included.

The Authority currently operates a fleet of fifty-five (55) buses ranging in capacities of twelve (12) to fifty-seven (57) seated passengers.

1.2 PROJECT DESCRIPTION

Initial Phase (Within 120 days following Award) - The Authority will be modernizing and replacing the green and yellow branding currently on sixty-three (63) passenger and staff vehicles, three hundred (300) bus stops, sixty-five (65) bus shelters and three (3) building signs. With the rebranding, the Authority is seeking proposals from qualified vendors to undertake activities relating to the replacement of the Authority logo on all Authority assets and facilities. The Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each item/installation. Proposals should include any additional charges if graphic design time is required to correct the files to the quoted job specifications.

A.Vehicle Wraps

Removal of pre-existing logos as well as surface preparation and installation of high-quality partial or full wraps on the following sixty-three (63) vehicles:

- Six (6) 23-foot 2023 New England Frontrunner buses for the new "Micotransit" service (brand new installs)
 - Six (6) 25-foot 2014 Chevy/Glaval Tital II 4500 buses used for Dial-A-Ride service
 - Ten (10) 24-foot 2019 Ford/Glaval Universal buses used for Dial-A-Ride service
 - Eleven (11) 35-foot 2019 Gilling Low Floor buses used for Fixed Route service
 - Eleven (11) 35-foot 2013 Gilling Low Floor buses used for Fixed Route service
 - One (1) 45-foot 2010 MCI D4500 bus used for Commuter service
 - Three (3) 45-foot 2012 MCI D4500 buses used for Commuter service
 - Seven (7) 45-foot 2018 MCI D4500 buses used for Commuter service
 - One (1) 2003 Ford Truck F350 fleet vehicle
 - One (1) 2007 Ford Escape fleet vehicle
 - One (1) 2009 Ford Escape fleet vehicle
 - One (1) 2006 Ford Explorer fleet vehicle

- Two (2) 2012 Chevy Cruze fleet vehicle
- One (1) 2025 Toyota RAV4 Hybrid fleet vehicle

Graphics to be installed on the individual vehicle models will depend on the service they perform, and each vehicle model may have a unique design or variation. Attachment A to the RFP shows examples of the graphics that will be applied.

- Tentative sizes and approximate layout of exterior decals shown in ATTACHMENT A.
- Specific locations of exterior decals and overall layout may be altered slightly to accommodate changes to buses.
-
- All artwork will be sent in the file format preferred by the vendor, if possible.

Measurement of Vehicles

A mandatory pre-proposal meeting will be held at the Authority operations and maintenance facility, located at **2100 B Street, Marysville, CA 95901, on October 15, 2024, at 10:00 a.m.** for all vendors interested in submitting proposals. Measurements of buses can be taken during the pre-proposal meeting and will not be provided after.

Current state of vehicles:

- The six (6) 23' Frontrunner buses for the "Micotransit" service are free of any vinyl graphics
- The six (6) 35', ten (10) 24', twenty-two (22) 35' and eleven (11) 45' buses are painted and have current vinyl branding on all sides,
- The six (6) existing fleet vehicles have simple vinyl branding on both sides of the front doors.
- The one (1) new fleet vehicle is expected for delivery in January, and will be free of any vinyl graphics

For the buses that are painted and have existing vinyl, the selected vendor will be responsible for removing existing vinyl and proper surface preparation before applying the new wraps.

Note: The selected vendor should plan on performing the installation (and any necessary vinyl removal prior to installation, if applicable) at the Authority's location in Marysville, California.

Bus Wrap Material and Application

The bus wraps will be high performance and durable vinyl, 3M material with laminate, or equivalent, with ultraviolet (UV) protection.

The requirements for the placement of the wraps are as follows:

- No vinyl will be allowed to interfere with any safety devices, lights, signals, or licensing. Vinyl's cannot interfere with the normal utilization of fuel doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance.
- Vinyl applied over body panel seams and vents shall be sliced and tucked into those seams/vents.
- Vinyls smaller than the allocated area shall be centered in the allocated area, with Yuba-Sutter Transit's guidance and direction.

Quantity

Proposals should be submitted for production and installation for six (6) new partial/full 23' bus wraps, and replacement of six (6) partial 25' bus wraps, ten (10) partial 24' bus wraps, twenty-two (22) partial 35' bus wraps, eleven (11) partial 45' bus wraps, and logos on seven (7) fleet vehicles. Proposers must include costs for removal of existing vinyl graphics as applicable. The Authority reserves the right to alter the final quantity and design of bus wraps based upon need.

Schedule for Installations and Repairs/Replacement

All vehicles must be wrapped within 120 days following the notice to proceed. All vehicles will be onsite and available for installations, as agreed. During regular business hours, up to three (3) vehicles at a given time can be made available, while the entire fleet will be accessible after hours. Proposals should include a proposed schedule detailing the timeframe for each vehicle to be completed.

Priority Vehicles - The six (6) new 23' 2023 buses designated for the new 'Micotransit' service should be prioritized and fully wrapped before January 1, 2024.

In addition, when wrapped buses require future vinyl repairs and/or replacement during the term of the contract, repairs/replacement must be completed within a maximum period of ten (10) business days of notification by the Authority.

Warranty (minimum requirements)

Solid Vinyl: For a period of two (2) years from date of installation, the selected vendor shall repair or replace any solid vinyl that fails or begins to fail for reasons related to the materials, production, or installation at no cost to the Authority. This repair or replacement will be completed within ten (10) business days of notification by the Authority. This applies to all vehicles.

Perforated Vinyl: For a period of six (6) months from date of installation, the selected vendor shall repair or replace any perforated vinyl that fails or begins to fail for reasons related to the materials, production, or installation at no cost to Yuba-Sutter Transit Authority. This repair or replacement will be completed within ten (10) business days of notification by the Authority.

Pre-Proposal Conference

As outlined in the Schedule of Events, the mandatory pre-proposal conference will be held on October 15, 2024, at 10:00 a.m. to address questions related to the project and provide additional details regarding project. **Proposers wishing to attend the meeting must email Jessica Solis at Jessica@yubasuttertransit.com prior to COB on October 14, 2024, to confirm attendance.** Confirmed proposers will have the opportunity to take measurements and inspect the current condition of the vehicles at this pre-proposal conference. Measuring tools will not be provided and proposers are encouraged to bring any necessary equipment. Proposals from vendors who do not attend the mandatory pre-proposal meeting will not be accepted.

B. Bus Stop Signage

Production of up to 300 vinyl bus stop signs and supplementary vinyl route names/number decal sets as outlined below. The Authority will provide an electronic format of the design(s) to the awarded proposer for sign production purposes. Proposals should include any additional charges if graphic design time is required to correct the files to the quoted job specifications. The Authority reserves the right to proof all sign orders prior to production. Any graphic errors and vinyl issued that are not approved by the Authority will be fixed at the expense of the contractor. Attachment A to the RFP shows examples of the graphics that will be applied.

Metal Sign Specifications:

- 300 12"x 18" Aluminum plate with rounded corners and UV laminate on both sides.
 - The metal thickness is .08

Product Life

Product life of the proposed sign in terms of color fading and deterioration should be included in the proposal. All contractor-provided signs and components shall have a minimum 5-year warranty against chipping, discoloration, blistering, cracking, crazing, chalking, and loss of adhesion.

Production Schedule

All metal signs and vinyl decals must be completed within 120 days following the notice to proceed, and a proposed timeline for production of the bus stop signs must be included in the proposal.

Vinyl Decals

Vinyl route numbers must be high-performance and durable vinyl, 3M material, or equivalent, with ultraviolet (UV) protection.

Vinyl Decal Quantities:

Route

Microtransit (MOD)	125
1	55
4	60
4A/ 4B	5
3	50
6	45
70	15
99	15
Foothill Route	4
Live Oak Route	7
Wheatland Route	5

Total Decals: 386

C.Bus Shelter Signage

All decals are to be white and of 3M or equal material for maximum durability. The Authority will provide an electronic format of the design to the awarded proposer for sign production purposes. Attachment A to the RFP shows examples of the graphics that will be applied.

The white decals shall be between 5" and 5 1/2" tall to match existing length. Authority decals will be centered on the exterior of both Plexiglas end panels of each identified advertising shelter.

D.Facility Signage

The Authority is seeking to replace two (2) facility signs with updated branding. The first sign is installed on the operations and maintenance facility, located at 2100 B Street, Marysville, facing the street. The second monument style sign is adjacent to the parking entrance of the facility building. The Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each item/installation. Attachment A to the RFP shows examples of the graphics that will be applied.

Specifications

As outlined previously, the mandatory pre-proposal conference will be held on October 15, 2024, at 10:00 a.m. to address questions and provide additional details related to the project. **Proposers wishing to attend the meeting must email Jessica Solis at Jessica@yubasuttertransit.com prior to COB on October 14, 2024, to confirm attendance.** Confirmed proposers will have the opportunity to take measurements and inspect the current condition of the facility signs at this pre-proposal conference. Measuring tools will not be provided and proposers are encouraged to bring any necessary equipment. Proposals from vendors who do not attend the mandatory pre-proposal meeting will not be accepted.

Product Life

Product life of the proposed sign in terms of color fading and deterioration should be included in the proposal. All contractor-provided signs and components shall have warranty against chipping, discoloration, blistering, cracking, crazing, chalking, and loss of adhesion. The Proposal must include warranty of the materials and production. The Proposal must highlight material recommendations, preferably similar to what is currently used.

Production Schedule

A proposed timeline for the production and installation of facility signage should be included in the proposal.

1.3 Phase 2 (Commencing Upon Completion of Phase 1) – Following completion of the initial phase of the project, the Authority wishes to retain the services of the selected vendor to provide ongoing vinyl signage/vehicle graphics production, installation, and/or related support services (excluding warranty work as described above) for a period of up to three (3) years, with options for up to two (2), one-year extensions, subject to additional contract terms. This ongoing support phase will be for an indefinite quantity of work and/or materials that are similar in nature but not necessarily directly related to the initial project scope. The Authority anticipates this ongoing support phase will not exceed four hundred (400) total hours of project work over the full term of the contract.

Interested proposers are invited to submit a proposal to provide ongoing, non-warranty services and supply additional items as needed. In order for consideration, proposals must include all applicable loaded labor rates, projected for the life of the three (3) year base contract term and two (2), additional one-year option years. Per federal procurement statute, flat cost escalators or percentage-based markup on materials are not allowable. As with the initial project, the Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each new item/installation. Proposals should include any additional charges if graphic design time is required to correct the files to the quoted job specifications.

- END OF ATTACHMENT C-

Attachment D-Insurance Requirements

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. Contractor shall maintain limits no less than:

- | | |
|---|--|
| 1. Commercial General Liability,
Including: Premises and
Operations
Contractual Liability
Personal Injury
Liability Independent
Contractors
Bodily Injury, Property Damage | \$2,000,000 per occurrence and
\$2,000,000 general aggregate |
| 2. Automobile Liability:
Owned, Non-
Owned, and Hired
Autos | \$1,000,000 per accident
for bodily injury and
property damage |
| 3. Workers
Compensation: | As required by the State
of California |
| 4. Employer's Liability | \$1,000,000 per accident
for bodily injury or disease |
| 5. Professional Liability: | \$1,000,000 per claim and
\$2,000,000 annual
aggregate |

Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Authority, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to Authority.

If General Liability and Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Authority for review.

Acceptability of Insurers

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Authority. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Contractor shall furnish Authority with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by Authority or on other than Authority's forms provided those endorsements conform to Authority requirements. All certificates and endorsements are to be received and approved by Authority before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Authority for all work performed by the Contractor, its employees, agents and sub-contractor .

- END OF ATTACHMENT D -

ATTACHMENT D- PROPOSAL SUBMITTAL CHECKLIST

	Yes	No
1. Proposal Submittal Checklist (Attachment D)	<input type="checkbox"/>	<input type="checkbox"/>
2. Proposal	<input type="checkbox"/>	<input type="checkbox"/>
3. Cost Proposal Forms (4)	<input type="checkbox"/>	<input type="checkbox"/>
4. Insurance Requirements Form	<input type="checkbox"/>	<input type="checkbox"/>
5. Required Forms and Certifications	<input type="checkbox"/>	<input type="checkbox"/>
6. Reference Form	<input type="checkbox"/>	<input type="checkbox"/>

I certify I have provided all of the above documentation, and that the documentation is complete.

Vendor Signature: _____

Company Name: _____

Date: _____

- -END OF ATTACHMENT-