



RFP # 02-18
YUBA-SUTTER TRANSIT AUTHORITY
INFORMATION TECHNOLOGY SERVICES

PROPOSAL DUE DATE – JANUARY 31, 2018 at 4:00 PM

From:
YUBA-SUTTER TRANSIT AUTHORITY
2100 B ST
Marysville, CA 95901
(530) 634-6880

Notice of Request for Proposals

The Yuba-Sutter Transit Authority (Yuba-Sutter Transit) is seeking proposals from qualified firms or individuals (Contractor) for Information Technology Services. The selected Contractor will be responsible for a full range of Information Technology services including on-site and remote network support, on-call services for emergencies during or after normal business hours, infrastructure, server administration, desktop/laptop maintenance and security, phone support services, procurement, surveillance system management, managing and facilitating third-party software license agreements, and other services as required.

Sealed proposals shall be received by Yuba-Sutter Transit at 2100 B Street, Marysville, CA at or before 4:00 p.m. PST, Wednesday, January 31, 2018 for the Information Technology Services as described in this Request for Proposals (RFP) document. Proposals received after the date and time specified above shall be considered late proposals and shall be returned to the proposer unopened.

Yuba-Sutter Transit reserves the right, in its sole and exclusive discretion, to postpone, to accept or to reject any and all proposals, in whole or in part.

All proposals shall be subject to all applicable State and Federal laws. The award to be let under this solicitation is subject to the terms of a formal agreement between Yuba-Sutter Transit and the selected Contractor.

Proposal documents shall be clearly marked “**RFP 02–2018 Information Technology Services**” and shall be mailed or delivered to:

Yuba-Sutter Transit
ATTN: Keith Martin, Transit Manager
2100 B Street
Marysville, CA 95901

Questions should be directed to Adam Hansen, Planning Program Manager at (530) 634-6880 FAX (530) 634-6888 or email at adam@yubasuttertransit.com. Responses may be shared with other prospective bidders

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NOTICE TO CONTRACTORS

NOTICE IS GIVEN that sealed proposals are requested by the Yuba-Sutter Transit Authority, a joint powers authority (“Yuba-Sutter Transit”), for Information Technology Services. All proposals shall be submitted in response to the conditions of this “REQUEST FOR PROPOSALS for Information Technology Services (hereinafter referred to as RFP),” dated December 21, 2017.

A. Obtaining Documents

Proposal documents may be obtained in person at the Yuba-Sutter Transit Administration Office at 2100 B St, Marysville, CA 95901, requested from Program Manger by email or download the RFP documents online at: <https://www.yubasuttertransit.com/contract-opportunities>. Documents requested by mail will be packaged and sent postage paid.

B. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of not less than ninety (90) days after proposal deadline.

C. Pre-Proposal Conference

A pre-proposal conference will be held for this project at 10:00 AM on Wednesday, January 10, 2018 at the Yuba-Sutter Transit Operations and Maintenance Facility, 2100 B St, Marysville, CA 95901. Attendance at the pre-proposal conference is NOT mandatory, but strongly encouraged.

Proposers are encouraged to submit written questions to the Adam Hansen, Planning Program Manager, in advance of the pre-proposal conference. Proposers are reminded that any changes to the RFP will be made by written addenda posted on the Yuba-Sutter Transit webpage only and nothing stated at the pre-proposal conference shall change or qualify in any way the provisions in the RFP.

D. Proposal Inquiries and Contacts

Inquiries may be submitted via email, personal delivery, by mail (return receipt requested), or by facsimile (FAX). Proposal inquiries submitted by personal delivery shall be deemed received at the date and time of delivery.

Requests for more information and all communications regarding this Request for Proposal, including those seeking clarification of the RFP documents, must be submitted in writing (email preferred), and should be directed to:

Adam Hansen
Planning Program Manager
Adam@yubasuttertransit.com
Phone: (530) 634-6880
Fax: (530) 634-6888

All emails sent to Planning Program Manager will receive a brief confirmation email in return. PROPOSERS who do not receive a confirmation within one day of submitting questions or requests for clarification should contact the Yuba-Sutter Transit Office at (530) 634-6880.

E. Equal Employment Opportunity and DBE/SBE Requirements

It is Yuba-Sutter Transit's policy to ensure that Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability or other protected class in the performance of Yuba-Sutter Transit contracts.

Although there is no specific goal or requirement to include Disadvantage Business Enterprises (DBE) in this project, Yuba-Sutter Transit highly encourages the participation of Disadvantaged Business Enterprises (DBE). Yuba-Sutter Transit encourages all prime Contractors to utilize qualified SBE (Small Business Enterprise) sub-Contractors on Yuba-Sutter Transit projects, and promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods or services sought is reasonable.

SECTION 1. GENERAL INFORMATION

1.1 Introduction

Yuba-Sutter Transit is issuing this Request for Proposals (RFP) to select a Contractor to provide a full range of Information Technology services. The goal of this solicitation is to enter into a Contract with the Contractor that will be able to best meet Yuba-Sutter Transit Information Technology needs.

The contract terms shall be for three (3) years from the contract start date, with two (2) one-year terms at the option of Yuba-Sutter Transit.

Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and Exhibit C General Terms and Conditions. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to information relating to the contractor's capability, experience, financial

resources, management structure and key personnel, and other information as specified in Section Four (4) or otherwise required in this RFP.

1.2 Yuba-Sutter Transit's Rights

Yuba-Sutter Transit's rights include, but are not limited to, the following:

- Issuing addenda to the RFP, including extending or revising the time line for submittals.
- Withdrawing, reissuing, or modifying the RFP.
- Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- Executing a Contract with a PROPOSER on the basis of the original written proposal (without conducting interviews) and/or any other information submitted by the PROPOSER during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of Yuba-Sutter Transit.
- Proposals shall be evaluated on a "Best Value" basis. This solicitation will utilize the Federal Transit Administration's (FTA) Best Practices Manual's definition for "Best Value" as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

SECTION 2. BACKGROUND

This section includes background information relevant to the scope of services. Please note that the data provided is for informational purposes only. Yuba-Sutter Transit does not certify the accuracy of the information provided. PROPOSER should not rely on this section for developing proposals and service costs.

2.1 Agency Description

The Yuba-Sutter Transit joint powers agreement between Yuba and Sutter Counties and the City of Marysville and Yuba City dates back to July 1975. The Agreement is for the purpose of providing and furnishing transit and transportation services within their respective jurisdictions.

Yuba-Sutter Transit provides local, rural, demand response and express bus service for Yuba and Sutter Counties. Local and demand response service is provided to Marysville, Yuba City, Linda and Olivehurst. The rural service includes limited weekday service to the City of Live Oak and Wheatland and to the foothill communities east of Marysville. The Commuter service provides 22 daily trips on the SR 70 and 99 corridors between downtown Sacramento and Marysville and Yuba City. The Yuba-Sutter Transit revenue fleet consists of 22 fixed route buses, 16 demand response buses and 13 commuter buses.

Organizational Structure

Yuba-Sutter Transit has five administrative employees and contracts with Transdev Services Inc. to perform the operations and maintenance functions for the transit system. There are approximately 90 Transdev employees including all drivers, road supervisors, dispatchers, and mechanics. The Administration Office and Operations/Maintenance office are housed in the same building at 2100 B St. in Marysville.

Yuba-Sutter Transit furnishes and supports servers, computers, phones, and related equipment for its own employees. Transdev has their own IT support and provides servers, computers and equipment for their management staff. However, some computers and systems that will be supported under this IT support contract are operated or used by Transdev staff such as the three dispatch office computers, building surveillance system, the REI video surveillance system installed on each bus, and the Motorola radio system and shared leased copiers. Evaluating or negotiating a future lease for printing/copier services or providing printing/copy services may be included in this scope of work if proposer has applicable expertise.

2.2 Project Description

Yuba-Sutter Transit is seeking to award a contract for Information Technology Services to a qualified firm or individual (Contractor) that can provide on-site and remote technical support. The Contractor must be able to provide a full range of Information Technology services

including on-site and remote network, on-call services for emergencies during or after normal business hours, infrastructure, help desk, desktop/laptop and phone support services, managing and facilitating third-party software license agreements, project related work and subject matter expertise for complex and difficult to solve issues, and other services as required by Yuba-Sutter Transit. The successful Contractor will function as Yuba-Sutter Transit's day-to-day IT Division. Yuba-Sutter Transit desires to establish a three-year base contract with the successful Contractor, with an option to renew for up to two (2) additional one-year terms, subject to agreeable pricing modifications and service performance.

Yuba-Sutter Transit is working to enhance the efficiency of the dispatch through implementing computer aided dispatch (CAD) software which will also include automatic vehicle location (AVL) on board the buses to track and monitor the buses. Additionally, Yuba-Sutter Transit is looking utilize the AVL on the buses to provide real-time information to passengers at key bus stops throughout the system. A contractor will be selected to implement the CAD/AVL system, but the IT contractor selected through this RFP process will be responsible for supporting them by upgrading hardware or software necessary to assist in the implementation of the project and continued operation of the system.

The scope of IT support extends beyond desktops to additional systems and applications. Yuba-Sutter Transit maintains a surveillance system at the Bogue Road, McGowan Parkway and Plumas Lake Park & Ride lots. Yuba-Sutter Transit currently contracts with Mr. Security Camera to repair and maintain these systems. Monitoring these park & ride surveillance system and orchestrating maintenance and repair may be included in this agreement if Proposer has applicable expertise.

In January 2017 Yuba-Sutter Transit, along with eight other transit agencies in the Sacramento area, launched an electronic fare card system called the Connect Transit Card. The Sacramento Regional Transit District (RT) is the lead agency on the project and manages the service. The computer at the Yuba-Sutter Transit Administration Office front desk is the Customer Service Workstation (CSW) which is used to issue, load and print electronic fare cards on a Fargo DTC 1250e ID card printer. RT's Technical staff is able to address issues with the system remotely to resolve technical issues, however the hardware will need to be maintained. The antennas on the buses transmit data to antennas mounted on the facility to download fare data from each bus as it comes into range. This communication with the buses will need to be maintained.

SECTION 3. SCHEDULE & SUBMITTAL INSTRUCTIONS

3.1 Schedule

Yuba-Sutter Transit will attempt to adhere to the following schedule. This schedule may change due to unforeseen circumstances and at the sole discretion of Yuba-Sutter Transit. Changes will be conveyed to proposers at the earliest opportunity possible through a written addendum.

Activity	Date
Request For Proposal Release Date	December 27, 2017
Non-Mandatory Pre-Proposal Conference	January 10, 2018
Deadline for written RFP Clarifications/Questions	January 19, 2018
Responses to questions posted to Yuba-Sutter Transit website on or before this date	January 24, 2018
Proposals Due	January 31, 2018
Oral Presentations/Interviews (If Required)	February 20-23, 2018
Proposal Review, Negotiations, Scoring	February 26-March 2, 2018
Notice of Intent to Award	March 05, 2018
Projected Award Date	March 15, 2018
Projected Contract Start Date	March 16, 2018

3.2 Proposal Submission

Sealed proposals must be received by Yuba-Sutter Transit in accordance with the Notice to Contractors and the RFP Schedule listed in Section 3.1. If not previously delivered, proposals may be hand delivered to Yuba-Sutter Transit Administration Office at the address below, on the due date at the time and on the date listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Proposals shall be in sealed packets labeled "RFP 02 –2018 Information Technology Services" - [Insert Firm Name Here] to:

Adam Hansen
Planning Program Manager
2100 B St.
Marysville, CA 95901

Proposals should be limited to 30 pages unless otherwise specified in the Solicitation. This 30 page limitation does not include Yuba-Sutter Transit Forms and Certifications, and cost proposal. Standard marketing materials and brochures are included in the page limitation.

Technical Proposal

Three (3) copies (1 original and 2 copies), and one (1) electronic PDF copy of the proposal on a USB flash drive or CD must be received by Yuba-Sutter Transit by the RFP Proposal due date and time listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Technical proposals must be sealed and marked "Technical Proposal for RFP 02 –2018 Information Technology Services". Proposals received after the specified date and time provided in the Notice to Contractors shall be considered late and shall not be considered for award.

Cost Proposal

One (1) original and one (1) electronic PDF copy on a USB flash drive or CD must be received by Yuba-Sutter Transit by the RFP Proposal due date and time listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Cost Proposals must be in a separate sealed envelope and labeled "Cost Proposal for RFP 02 –2018 Information Technology Services". Proposals received after the specified date and time provided in the Notice to Contractors shall be considered late and shall not be considered for award.

3.3 Proposal Content

All proposals must include the following:

Cover letter that provides the following information:

- a. Name, address, email and telephone and fax numbers of PROPOSER and key contact person.
- b. Description of type of business organization (e.g., corporation, partnership, limited liability company, including joint venture teams and subcontractors) submitting proposal.
- c. Name of entity that would sign a Contract if one is negotiated for this project.
- d. A written statement warranting that the requirements of the project as described in this RFP, its appendices and all addenda, by listing all addenda and dates received hereto, have been reviewed and the PROPOSER has conducted all necessary due diligence to confirm material facts upon which the proposal is based.

- e. A written statement acknowledging validity of the proposal contents, costs, and services fees for a period of 90 days after the submission deadline.
- f. Provide three references of government agencies or similar sized business establishments where similar services are performed. Reference contact information shall include email addresses.
- g. Executive Summary (not to exceed 2 pages) that highlights the major elements of PROPOSER'S qualifications and proposal. All information should be provided in a concise manner.
- h. Responses to all required elements requested in Section 4. The proposal responses shall be organized in identifiable sections as outlined in Section 4 of this RFP, so that all requested information can be readily found.
- i. Completion and inclusion of all required forms (as listed in Appendix A). All PROPOSERS shall complete, sign and include all required forms in their proposal. Any proposal that does not contain the required forms may be deemed non-responsive.

Yuba-Sutter Transit may waive any immaterial technical variations at its sole discretion.

3.4 Pre-Proposal Conference

A pre-proposal conference will be held at the time and place indicated in the Notice to Contractors. Questions received in writing, as well as any other questions brought up at the conference, will be answered, to the extent possible, at that time.

Oral questions which are material to the solicitation will be documented at the conference, and questions and answers will be posted to the Yuba-Sutter Transit website:

<https://www.yubasuttertransit.com/contract-opportunities>.

Any changes, interpretations, or clarifications considered necessary by Yuba-Sutter Transit in response to PROPOSER questions will be posted online at the above website addresses as addenda. Only answers issued in writing and/or posted on the Yuba-Sutter Transit website will be binding on Yuba-Sutter Transit. Oral and other interpretations or clarifications including those provided at the pre-proposal conference will be without legal effect.

3.5 Written Questions

PROPOSERS may submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and appendices to be received no later than 5:00 p.m. on the date listed in the RFP Schedule. The preference for method of submission of written questions is via email to the following Yuba-Sutter Transit employee:

Adam Hansen
Planning Program Manager
Email: Adam@yubasuttertransit.com
Telephone/FAX: (530) 834-6880 or (530) 634-6888

Yuba-Sutter Transit will not respond to questions received after the time and date listed in the RFP Schedule unless the question is deemed vital to the scope of this RFP. At such time, the submission date of the RFP will be extended. All written questions and answers between Yuba-Sutter Transit and the PROPOSERS will be documented and posted at the website addresses listed in Section 3.4.

3.6 Clarifications/Interviews

Yuba-Sutter Transit reserves the right to base its decision solely on the written proposals without performing interviews. PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSERS shall be prepared to attend an interview with the Evaluation Committee. The PROPOSER'S selected team or individual must be available to answer questions at the interview and may be questioned individually.

The interview, only if interviews are required, will occur in accordance with the RFP Schedule. The PROPOSER will be advised of the specific time and place. PROPOSERS will be provided information with regard to specific accommodations that will be made when they are provided the specific place and time of interviews. Submission of a proposal does not guarantee the Proposer an interview.

3.7 Accuracy in Reporting Requested Information

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will, at the sole discretion of Yuba-Sutter Transit, be grounds for removal of a proposal from further consideration. Should a PROPOSER be awarded a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by Yuba-Sutter Transit will be, at the Yuba-Sutter Transit's sole discretion, grounds for default.

SECTION 4. PROPOSAL REQUIREMENTS

4.1 Performance Requirement

The successful PROPOSER (hereafter “CONTRACTOR”) will be required, at all times during the terms of the Contract, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor, supervision, as required under the Contract. Any proposal submitted must be for the entire scope of services. The CONTRACTOR shall conduct all work in the CONTRACTOR’s own name and as an independent contractor, and not in the name of, or as an agent for Yuba-Sutter Transit.

4.2 Content of Technical Proposals

(Technical proposal shall be in a separate sealed envelope and clearly marked “Technical Proposal for RFP 02 –2018 Information Technology Services”)

The following items must be included in the PROPOSER’S technical proposal for it to be considered complete and responsive.

Documentation of Qualifications and Related Experience

This section of the proposal should demonstrate the ability of the Contractor to satisfactorily perform the required work by way of its demonstrated competence and experience in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; competitive advantages over other firms in the same industry; strength and financial stability, and supportive client references.

Proposer’s proposed management team, shall each have a minimum of five (5) years recent experience in the relevant field.

Provide a brief narrative description of your firm’s background and experience in providing Information Technology services as described in the scope of services section of this RFP and as required by the contract. Explain why your firm is best qualified to provide the services.

PROPOSER shall include two organizational charts. The first chart illustrating the firm’s staffing structure, including duties/titles and the second chart illustrating the names, reporting structure, brief job description, and number of years with PROPOSER’S firm for each of the proposed project team.

Client References

Provide a client reference list of no fewer than three government clients or similar sized business establishments for which the PROPOSER provides or has provided similar IT support

services as those requested by Yuba-Sutter Transit. Client references shall be current (where PROPOSER is currently providing services to the client) or recent (where within the past three calendar years PROPOSER has provided services to the client). The Client reference contact information shall include name of agency, contact person, telephone numbers, and a valid email.

Technical Approach and Methodology

Describe your firm's approach, capacity, and management philosophy towards providing the scope of services described in the RFP.

This section should establish the Contractor's understanding of Yuba-Sutter Transit's objectives, ability to meet the objectives, and provide a concise plan for how this will be accomplished. The proposal should also give particular attention to how the Contractor will approach becoming familiar enough with the infrastructure and core systems to function effectively. The descriptions should demonstrate your firm's and your team's experience relevant to the scope, costs, conditions and delivery method of the work or projects listed in this RFP.

As part of their technical approach include a the plan of action and schedule for your firm to complete the list of seven initial tasks that Yuba-Sutter Transit would like completed in the first 90 days after project award. This list is not all inclusive, but represents tasks that staff has identified as urgent.

1. Become familiar with current hardware and software and provide assessment of condition of items listed in 7.2.
2. Ensure all systems (computers and servers) are operating efficiently and have proper security software and updates.
3. Verify essential data is being backed up and secure.
4. Develop an IT infrastructure replacement schedule.
5. Recommend needed upgrades and improvements to Yuba-Sutter Transit's IT infrastructure.
6. Investigate and provide options for software purchase/licensing for Microsoft Suite and Adobe Suite.
7. Provide recommendation and pricing to upgrade REI video server RAM from 8 GB to 16 GB and Windows Server 2008 R2 to Windows Server 2016 or provide recommendation and pricing to replace server.

A cost proposal for the tasks above will be required on the Cost Proposal (See Section 4.3).

4.3 Content of Cost Proposal

(Cost proposal shall be in a separate sealed envelope and clearly marked "Cost Proposal

for RFP 02 –2018 Information Technology Services”)

The following items must be included in the PROPOSER’s Cost Proposal for it to be considered complete and responsive.

Cost Proposal (Appendix A, Form 1)

PROPOSER shall provide Cost proposals (using Appendix A, Form 1, Cost Proposal) which shall provide the hourly rate charged, listed by title and/or job description that the proposer is offering. Rates shall include all overhead, travel costs, profits, taxes, and insurances. Vendor may not separately bill Yuba-Sutter Transit for any of these costs. It is anticipated that these rates will remain steady over the three-year base term. Any anticipated increases to the hourly rate during the optional term years must be outlined. Subcontractors shall also be listed on Cost Proposal if any are know at this time. Cost proposals shall be submitted in a separate sealed envelope and clearly marked as the Cost Proposal.

Additional tasks during the term of the contract can be completed for a negotiated lump sum, or the hourly rates for such tasks as established in the Cost Proposal.

In addition to hourly rates, the PROPOSER shall provide a cost proposal for the seven tasks listed in Section 4.2.

The PROPOSER shall provide hourly rates that assume that the Proposer shall be responsible for all insurance cost as outlined in Section 4.4.

4.4 Insurance

- Insurance must be provided for in accordance with the Draft Agreement in Exhibit C.

4.5 Willingness to Accept Proposed Arrangements

Submission of a proposal constitutes an offer to enter into a binding legal contract with Yuba-Sutter Transit on all of the terms specified in this RFP, including Appendix A - Required Forms, and Exhibit C, General Terms and conditions, which are the framework of our Standard Contract.

If proposer is unwilling to accept all terms and conditions contained in this RFP please note any exceptions. Noting exceptions will not reduce PROPOSERS score, but will be discussed at a later time if needed to ensure a fair and equitable agreement is reached.

SECTION 5. EVALUATION AND SELECTION

5.1 Evaluation and Selection Process

Proposals submitted in response to this RFP will be evaluated by the Evaluation Committee established by Yuba-Sutter Transit, in accordance with the criteria and procedures set forth in this Request for Proposals. This section incorporates those rights and procedures noted in RFP Section 1.2 - Yuba-Sutter Transit's Rights.

The primary desire of Yuba-Sutter Transit for this procurement is to ensure an award will be made based on the highest quality of service that best matches Yuba-Sutter Transit's requirements using the Best Value methodology.

The Evaluation Committee will submit its recommendation to the Yuba-Sutter Transit Board of Directors for an award to be made based upon the Evaluation Committees' determination of the responsible Proposer whose proposal is most advantageous to Yuba-Sutter Transit.

5.2 Evaluation Criteria

The following items constitute the evaluation criteria (and their respective weights), which Yuba-Sutter Transit will use in evaluating proposals submitted in response to this RFP.

1. Qualification of the Firm (Technical) - 30%: Technical experience in performing work of a closely similar nature; experience working with public agencies; record of completing work on schedule and within budget; strength and stability of the firm; technical experience and strength and stability of proposed sub consultants; assessments by client references
2. Qualifications and Experience of Team and Key Staff - 25%: Qualifications of project staff, particularly key personnel (i.e. project manager); key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. Project Understanding and Methodology – 20%
4. Cost and Price - 25%: Reasonableness of the billing rates and overall price submitted and competitiveness of these rates with other offers received.

PROPOSERS who remain in the competitive range following the initial evaluation of written proposals may be invited (only if interviews are required) to demonstrate their qualifications, experience and project approach before the Evaluation Committee. There will not be a

separate “interview” score. The Evaluation Committee may raise or lower criteria scores based on information and clarifications gained during the interview process.

Yuba-Sutter Transit reserves the right to make an award solely on a PROPOSER’S written proposal alone and is not required to conduct interviews.

5.3 Notification to Unsuccessful Proposers

All PROPOSERS shall be notified of Yuba-Sutter Transit Evaluation Committee’s recommendations by way of a Notice of Intent to Award (this will serve as the final committee recommendation) within five (5) working days of said recommendation.

SECTION 6. PROTEST PROCEDURES

6.1 Protest Filing 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 bid opening or proposal 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 award of a contract.

All protests must be submitted in writing via mail, FAX or e-mail addressed to the Transit Manager at the following:

Yuba-Sutter Transit ATTN: Transit Manager
2100 B Street
Marysville, California 95901

FAX: (530) 634-6888
Email Address: keith@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.

The Yuba-Sutter Transit Authority Board of Directors has the ultimate responsibility for awards made to a vendor or contractor financed with Federal assistance awarded by the FTA or otherwise subject to Federal and State Third Party Contract provisions.

Request for Reconsideration

Yuba-Sutter Transit will allow for submission of a request for reconsideration if data becomes available that was not previously known, or there has been an error of law or regulation. Requests for reconsideration should be submitted in writing within five (5) working days of the date the protester learned or should have learned of an error or other basis of appeal.

6.2 Pre-Bid Protests

Unless otherwise explicitly stated in the public solicitation document, the deadline for the submission of a pre-bid protest shall be the close of normal business hours, no later than ten (10) working days after the publication/release date of the respective solicitation document(s). In instances where a solicitation document expresses a specific date and/or time deadline for submission of pre-bid protest, the published deadline shall take precedent over the ten (10) working day policy.

Responses

The Transit Manager shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed, faxed or emailed (according to protestor's preference) during normal business hours, no later than five (5) working days after the receipt of the pre-bid protest or prior to the published proposal due date, whichever is first. A response to any substantive questions received by Yuba-Sutter Transit may be sent to all interested parties or otherwise published as an addendum to the original solicitation.

6.3 Pre-Award Protests

To be considered, a pre-award protest must be received in writing prior to the close of business, within three (3) working days of the date the protester learned or should have learned of a recommendation to award or prior to the date of the award, whichever is first.

Responses

The Transit Manager shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed, faxed or emailed (according to protestor's preference) prior to the close of normal business hours, within three (3) working days of receipt of the protest or prior to the date of the award, whichever is first.

6.4 Post-Award Protests

To be considered, a post-award protest must be received prior to the close of business, within five (5) working days of the date the protester learned or should have learned of an adverse decision or other basis of appeal.

Responses

The Transit Manager shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed, faxed or emailed (according to protestor's preference) prior to the close of normal business hours, within three (3) working days of receipt of the protest.

Protests dealing with restrictive specifications or alleged improprieties in solicitation must be filed no later than ten (10) working days prior to bid opening or closing date for receipt

of proposals. Any other protest must be filed no later than three (3) working days after:

1. Notification of Intent to Award is issued for award of contract if the contract is awarded by Yuba-Sutter Transit Board per staff recommendation; or
2. Notification of Award is issued if the Yuba-Sutter Transit Board has delegated award authority to the Purchasing Agent or Yuba-Sutter Transit Board does not award the contract according to the Notification of Intent to Award.

Protests shall be in writing and addressed to the Transit Manager.

The protest shall identify the protestor, contain a statement officially declaring a protest and describing the reasons for the protest, and provide any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified above. The protest shall indicate the ruling or relief desired from Yuba-Sutter Transit.

6.5 Appeal to FTA

Under certain limited circumstances, and after the protestor has exhausted all administrative protest remedies made available by Yuba-Sutter Transit, an interested party may protest to the Federal Transit Administration (FTA) the award of a contract pursuant to an FTA grant. FTA's review of any protest shall be in accordance with FTA guidance. FTA will not substitute its judgment for that of its grantee or sub grantee, unless the matter is primarily a Federal concern.

FTA's Role and Responsibilities

FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions.

Requirements for the Protester

The protestor must:

(a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder whose direct economic interest would be affected by the award or failure to award the third party contract at issue.

1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an “interested party,” because it does not have a direct economic interest in the results of the procurement.

(b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient’s protest procedures to completion before appealing the recipient’s decision to FTA.

(c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient’s final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient’s failure to have or failure to comply with its protest procedures or failure to review the protest.

Appeals to FTA and Caltrans should be sent to:

FTA Region IX		California Department of Transportation
201 Mission Street, Suite 1650	and	Division of Mass Transportation
San Francisco, CA 94105		P.O. Box 942874, M.S. 39
		Sacramento, CA 94274-0001

Extent of FTA Review

As provided in the Common Grant Rule for governmental recipients, FTA will limit its review of third party contract protests as follows:

The Recipient’s Procedural Failures. FTA will consider a protest if the recipient:

- 1) Does not have protest procedures, or
- 2) Has not complied with its protest procedures, or
- 3) Has not reviewed the protest when presented an opportunity to do so.

Violations of Federal Law or Regulations

FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

Violations of State or Local Law or Regulations

FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

FTA Determinations to Decline Protest Reviews

FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

SECTION 7. SCOPE OF SERVICES

NOTE: For the purposes of Section 7 "Scope of Services," the term "Contractor" or "Consultant" represents the successful PROPOSER(S)

7.1 General

Yuba-Sutter Transit is seeking to award a contract for Information Technology Services to a qualified firm that can provide on-site and remote technical support. The contractor must be able to provide a full range of Information Technology services inclusive of the following:

- The successful contractor will function as Yuba-Sutter Transit's day-to-day IT Division.
- On-site, remote network and on-call services including emergencies during or after normal business hours.
- Information technology infrastructure, desktop and phone support services.
- Managing and facilitating third-party software license agreements.
- Project related work and subject matter expertise for complex and difficult to solve issues.
- Purchase hardware and software on behalf of Yuba-Sutter Transit.
- Other services as required by Yuba-Sutter Transit.

The IT Services Contractor must be innovative in the manner in which it provides technical services so that Yuba-Sutter Transit management and staff may focus on serving the public. The Contractor must provide reliable, forward thinking solutions to technical problems in a precise and timely fashion in order to better serve Yuba-Sutter Transit management and staff.

Under general direction of the Planning Program Manager, the successful Contractor will be responsible for all facets of the IT function, and shall support all Yuba-Sutter Transit departments and assigned projects.

The Contractor must work collaboratively with all Yuba-Sutter Transit departments to provide technical support. The Contractor must maintain desktops, printers, copiers, handheld devices, NEC phone systems, network infrastructure, technology integration and maintenance of security camera systems, manage Yuba-Sutter Transit's third-party IT related Contracts, Software License Agreements, and various specific transit technology applications.

Facility	Address	Jurisdiction
Yuba-Sutter Transit Operations & Maintenance	2100 B St	City of Marysville
Bogue Road Park & Ride	1261 Bogue Road (Bogue & Hwy 99)	Yuba City
McGowan Parkway Park & Ride	Powerline Road & McGowan Pkwy (Hwy 70)	Olivehurst, Yuba County
Plumas Lake Park & Ride	Feather River Blvd & Chalice Creek (Hwy 70)	Plumas Lake, Yuba County

7.2 Current Technology Environment

All Yuba-Sutter Transit staff has access to and heavily use a virtual set of shared drives for their daily work. Mission critical data resides on the shared drives. Ensuring staff has network access to the data is a key element of the services required under this contract along with connectivity to local printers and the internet. The following list of IT assets is provided to help proposer determine the sale and scope of the RFP.

Desktop/Laptop Environment

- Five desktop computers assigned to employees.
- One desktop computer at front desk for processing pass and fare purchases through the INIT Connect Transit Card system.
- Three desktop computers used in dispatch office.
- One desktop used for accessing REI onboard surveillance videos.
- Microsoft Windows tablet used to monitor park & ride surveillance systems.

Software

- Microsoft Office 2010 and later versions.
- Microsoft Office 365 Exchange online.
- Adobe Acrobat Reader and Adobe DC.
- Internet Explorer and Chrome.
- QuickBooks set up in a shared database for multi-user access.

Print Services

- Interface to network for Kyocera Copier/Printer model 5550ci (Leased).
- Interface to network for Kyocera Copier/Printer model 5500i (Leased).
- Interface to network for HP Color LaserJet CP2025.
- Connect Transit Card discount card printer Fargo DTC 1250e.

Remote Access

- Responsibility of contractor

Phone System Services

- NEC Digital Phone system was installed by Telelink Communications, Inc.
- TPX is the phone service provider.
- AT&T provides DSL internet service, security line and fire line.

Network Protection Services (Security)

- Palo Alto PA-500 firewall.

Network

- AT&T DSL internet to be upgraded to Comcast broadband service in early 2018.
- Cisco Catalyst 2900 Series switch
- 5 Aruba Instant Access Points for internet and REI data downloads
- 2 Cisco Access Points linked to Verizon network card for uploading fare data from buses

Website

- Yubasuttertransit.com is updated and edited in house with support from <http://www.getstreamline.com/>

Server

- Dell PowerEdge R210 II is the main file server. This server is not under warranty. Service Tag: DSS4YQ1
- Dell PowerEdge R320 is the REI server which has the MS 2012 SQL database and is the data and video repository. Server has onsite service after remote diagnosis and ProSupport until March 2019. Service Tag: 8XQFH02

SQL Server Software

- MS 2012 SQL Server database is required by REI software.

Surveillance Camera Systems

- 12 Camera Surveillance System at 2100 B St contains interior and exterior camera.
- 6 Camera wireless solar powered surveillance system at the McGowan Park & Ride.
- 6 Camera wireless solar powered surveillance system at the Plumas Lake Park & Ride.
- 6 camera surveillance systems with individual DVR assigned to each camera at the Bogue Road Park & Ride.

Other Services

Technical assistance may be required to integrate hardware components such as:

- REI ARMOR software to manage cameras installed on buses.
- ExacqVision software used to download surveillance videos from Park & Ride.
- Connect Transit Card electronic fare system developed by INIT.

7.3 Work Space/Equipment

Yuba-Sutter Transit will not be responsible for providing any furniture, fixtures, or equipment for use by Contractor's employees at any of the Yuba-Sutter Transit locations. Contractor's employees are not to be permanently located on site and Contractor shall be responsible for providing their own office supplies.

IT Services

Contractor's staff must be knowledgeable and experienced with all of required IT Services listed here. The Contractor's proposal must include a statement in the work plan, describing the Contractor's knowledge and experience with each of the categories of required IT Services in a public transit setting. Contractor is expected to be on site on an as needed basis.

NETWORK MAINTENANCE SERVICES - Typical duties shall include, but are not limited to:

- Maintenance of all Yuba-Sutter Transit's network equipment including switches, routers, firewalls, bridges, access points and cabling infrastructure, printers, network copiers/scanners.
- Analysis, routine configuration changes, and installation of patches and upgrades.
- Configuration of alert notifications.
- Documentation of network configuration information.
- Maintain and service existing LAN.
- Installation and maintenance of network cabling, fiber, jacks, patch panels and wiring modifications.
- Coordinating employee access – passwords, etc.
- Maintain NEC digital phone system.

MAINTENANCE SERVICES – Typical duties shall include, but are not limited to:

- Management of computer systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications, and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system.
- Coordinate warranty repairs or make repairs when equipment is no longer under warranty.
- Preventive equipment maintenance.
- Review, adjust, and ensure back-up job settings are correct. Periodic test of back-up and restore capabilities and report results to Yuba-Sutter Transit staff.
- Set up new users and edit or remove existing and former users on server.
- Management of user logins and security.
- Configuration management, including changes, upgrades, patches, etc.
- Installation and support of specialized software products used in relation to transit planning and operations.
- Coordinate multi-server environment.
- Assist Yuba-Sutter Transit with new purchases and upgrades of software, coordinating between software vendors and Yuba-Sutter Transit, where applicable.

DESKTOP ADMINISTRATION SERVICES – Typical duties shall include, but are not limited to:

- Perform basic support functions including installing PCs, laptops, printers, and office automation software.
- Diagnosing and correcting desktop application problems.
- Configuring laptops and desktops for standard applications.

- Identifying and correcting end user hardware problems.
- Performing advanced troubleshooting and preventative maintenance.
- Coordinating warranty repairs or make repairs when equipment is no longer under warranty.
- Assist Yuba-Sutter Transit personnel with software and hardware purchases.

MOBILE DEVICE MAINTENANCE – Typical duties shall include, but are not limited to:

- Maintenance and support mobile laptop systems, field printers, air cards, etc.
- Configuration assistance and set up for users with handheld devices.

MISCELLANEOUS MAINTENANCE & SUPPORT SERVICES – Typical duties shall include, but are not limited to:

- Support and maintenance of the NEC digital phone system.
- Phone and internet connectivity in conjunction with multiple service providers (AT&T, Verizon, etc.)
- Assist with operator file maintenance, and software use as needed.
- Maintain IT asset and licensing inventory
- Provide project management services for IT related tasks.

SECURITY – Typical duties shall include, but are not limited to:

- Maintenance of virus detection programs on Yuba-Sutter Transit servers, email and all other Yuba-Sutter Transit computers and laptops.
- Perform security audits as requested and notify Yuba-Sutter Transit personnel immediately of suspected breaches of security or intrusion detection.
- Provide maintenance of firewall and routers to ensure secure Internet access from Yuba-Sutter Transit's facilities.
- Yuba-Sutter Transit maintains all passwords required to support its information technology Contractor. Contractor agrees to maintain the security of all passwords.

ANTIVIRUS/SPYWARE/SPAM FILTERING SOFTWARE – Typical duties shall include, but are limited to:

- Maintain enterprise Antivirus and Spyware software for all servers, desktops and laptops.

DEVELOPMENT – Typical duties shall include, but are limited to:

- Remain educated on new technology solutions and advise management of opportunities and needs.
- Develop specifications for hardware required by new enterprise applications and purchase hardware for new applications.
- May be tasked with developing a disaster recovery plan.

PERSONNEL – Contractor shall provide staff fully capable of performing all support functions and required to be on site on an as needed basis. Qualifications of personnel shall include, but are not limited to:

- Fully qualified to perform the required work listed in this RFP and the Contract.
- Licensed/Certified/Trained on the latest versions and releases of any product required to perform services.
- Capable of supporting legacy systems currently in use at Yuba-Sutter Transit.
- Ability to communicate effectively (orally and in writing) so that designated Yuba-Sutter Transit non-technical personnel can solidly understand the information at hand and make informed decisions.
- Ability to deal tactfully with users.
- Ability to work productively with minimum supervision.
- Ability to perform a variety of complex tasks, work well under pressure with considerable accuracy and efficiency.
- Ability to perform all tasks in a responsible and timely manner.

7.4 Procurement

Occasionally, Contractor may need to coordinate with Yuba-Sutter Transit for the procurement of any applicable hardware, software, and service providers as needed to fulfill the requirements of this contract. However, Yuba-Sutter Transit shall have final authority to approve purchases. Contractor proposal must include a statement describing its knowledge and experience with procurement, including procurement on behalf of a public agency. The applicable hardware/software shall be procured on behalf of and owned by Yuba-Sutter Transit. All purchases made on behalf of Yuba-Sutter Transit shall be reimbursed at cost.

7.5 Policy & Specifications Development

Contractor shall provide the necessary expertise to research, develop, and write Information Technology policies consistent with industry standards and to the satisfaction of Yuba-Sutter Transit.

7.6 Transition Plan

The current IT support contractor has agreed to meet with incoming contractor to help smooth the transition and transfer knowledge. After initial meeting, current contractor will only be available through electronic means.

7.7 Performance Measures

Contractor's proposal must include a statement describing what steps it will take to ensure all performance measures are met in a timely and satisfactory manner. Yuba-Sutter Transit will define final performance measures during contract review and negotiations. Performance measures will include but are not limited to the following:

- Agree to due dates and milestones for projects and make sure they are met as outlined in work plans.

- Track helpdesk tickets/call resolved.
- Ask for feedback from departments to make sure that improvements are continual.
- Keep Yuba-Sutter Transit team (non-technical staff) informed on status of all work tasks.

7.8 Budget and Term

The budget for IT Services is variable dependent upon projects, technical assistance required, and equipment. Tasks will be issued by Yuba-Sutter Transit on an as needed basis. Tasks will be issued to Contractor on an as needed basis. Contractor shall complete tasks at the agreed upon hourly rate documented in the cost proposal or for an agreed upon lump sum amount. Contractor is expected to invoice Yuba-Sutter Transit on a monthly basis for services performed. Yuba-Sutter Transit pays invoices on the 5th and 20th of each month.

The initial term of the Contract shall be for a three-year term, commencing upon full execution of the Contract and issuance of a written Notice to Proceed. Yuba-Sutter Transit reserves the right, in its sole discretion, to exercise two (2) one-year option terms. The initial term and any option term(s) is subject Yuba-Sutter Transit's right to terminate the Contract.

**APPENDIX A
REQUIRED FORMS**

FORM 1 – COST PROPOSAL

The hourly rates listed below will be used for billing work performed and to negotiate any and all future additional tasks issued under the Contract. The hourly rate should be fully burdened, including all costs, benefits, and overhead associated with position and description proposed. In addition to the prime contractor rates, this sheet should include any and all hourly rates from subcontractors proposed to meet the RFP Scope of Services. Subcontractor rates should include any prime contractor overhead associated with subcontractor management.

Changes to hourly rates will only be considered following the initial three-year term, but will be capped at the year over year percent increase as published in the Bureau of Labor Statistics Consumer Price Index for all urban consumers.

POSITION	DESCRIPTION	RATE/HR*	ANTICIPATED % OF WORK TO BE PROVIDED BY POSITION

Cost proposal for seven tasks outlined in Section 4.2: \$ _____.

Please review the Standard Contract Compensation terms before submitting the Rate Proposal.

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, SUBMITS THE ATTACHED. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN BELOW. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Signature of Authorized Official: _____ Date: _____

Title: _____ Print Name: _____

FORM-2--CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

BEFORE COMPLETING THIS CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION.

The _____ certifies to the best of its knowledge and
(Firm name/principal)
belief, that it and its principals:

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

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant, _____ 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. sections 3801 et seq. are applicable thereto.

Name and Title of Authorized Representative

Signature

Date

FORM 3--DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME _____

The contractor named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 9b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: _____

DATE EXECUTED: _____

EXECUTED IN THE COUNTY OF: _____

CONTRACTOR SIGNATURE: _____

TITLE: _____ FEDERAL I.D. NUMBER: _____

FORM 4--NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____,

Being first duly sworn deposes and says:

That he is _____ of the firm of

_____,

(Firm Name)

the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price of affiant or of any other proposer, or to fix any overhead, profit or cost element of said Bid price, or of that of any other proposer, or to secure any advantage against the Yuba-Sutter Transit Authority or any person interested in the proposed contract; and that all statements in said Bid are true.

That neither any officer, director or employee of the Yuba-Sutter Transit Authority is in any manner interested, directly or indirectly, in the Bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said Bid, nor in any expected profits which may arise therefrom.

Dated: _____

Name of Bidder

Official Address:

By _____

Title _____

FORM 5--ELIGIBLE BIDDER CERTIFICATION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer hereby certifies that they are not on the Comptroller General of the United States of America list of ineligible bidders.

The certification in this clause is a material representation of fact relied upon by the Yuba-Sutter Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Yuba-Sutter Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date _____

Signed

Name of Bidder/Proposer

By _____

Title _____

FORM 6--WORKER'S COMPENSATION INSURANCE CERTIFICATION

The Contractor shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish Yuba-Sutter Transit with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Signed (Contractor)

Date

Print Name and Title

EXHIBIT A --SCOPE OF WORK

1. Specified Documents.

Contractor shall perform those services specified in detail here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. Yuba-Sutter Transit has materially relied upon the representations of Contractor as may have been made in Yuba-Sutter Transit's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified herein. Said Scope of Services consists of, and includes, the following documents:

- a. Yuba-Sutter Transit Staff Report to Yuba-Sutter Transit Board Dated [staff report date], and approved by Yuba-Sutter Transit Board on [Board Action];
- b. Yuba-Sutter Transit's Solicitation: Enter Solicitation Number- [Enter SolicitationTitle];
- c. Contractor's written response to the Solicitation dated [Date of acceptedproposal];
- d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to Yuba-Sutter Transit's selection board and thereafter to the officers and employees of Yuba-Sutter Transit who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which Yuba-Sutter Transit has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract isrequired.

2. General Scope of Work

General Scope of the RFP

3. Tasks

4. Deliverables

EXHIBIT B--BUDGET DETAIL AND PAYMENT PROVISIONS

- A. Compensation. This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed [Not to Exceed Amount], as set forth on Contractor’s “Cost/Fee Proposal” which includes all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.
- B. Progress Payments. Payment for Contractor’s services shall be due in the amounts agreed upon, if any, upon acceptance by Project Manager of those deliverables marking completion of a particular portion or period of the Project and as invoiced in accordance with Contractor’s proposal.
- C. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid Contractor under this Contract exceed the sums set forth herein unless pursuant to written amendment of this Contract approved by Yuba-Sutter Transit’s Board.
- D. Method of Payment. Contractor shall submit an invoice identifying the Project deliverable or milestone, along with a brief status statement of the Study’s progress to date for which payment is sought, no later than thirty days after Yuba-Sutter Transit’s acceptance of such deliverable/milestone. Yuba-Sutter Transit shall endeavor to make payments within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be made in writing and delivered or mailed to the Yuba-Sutter Transit Planning Program Manager as follows:
- E. Cost/Fee Proposal If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

Yuba-Sutter Transit Authority
Attn: Planning Program Manager
2100 B St.
Marysville, CA 95901

Unless Milestone payments are established in the Contractors Cost/Fee Proposal or Summary, Contractor shall invoice no more often than every month, and shall set forth in the invoice the hours worked, progress made, and provide adequate documentation regarding materials utilized during performance of the work.

Travel time to any Yuba-Sutter Transit worksite within the Yuba-Sutter Transit service area will not be paid to the Contractor, and any related overhead should be figured into the total hourly rate.

EXHIBIT C—GENERAL TERMS AND CONDITIONS

1. Acceptance and Rejection: Yuba-Sutter Transit reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the proposer, to accept any item in the proposal. If a unit price or extended price is obviously in error and the other price is obviously correct, the incorrect price will be disregarded.
2. Time for Consideration: Unless otherwise indicated in the proposal, the offer shall be valid for 90 days from the due date of the solicitation.
3. Payment Terms: Payment terms are Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. Yuba-Sutter Transit is responsible for all payments under the contract.
4. Funding Requirements: Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (a) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, and Office of Management and Budget Circular A-87, Revised “Cost Principles for State, Local and Indian Tribal Governments.”
 - (b) Maintain at least the minimum state-required Workers’ Compensation Insurance for those employees who will perform the work or any part of it.
 - (c) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (d) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (e) Permit Yuba-Sutter Transit, SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (f) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.

5. Specifications: Any deviation from specifications indicated herein must be clearly stated by the proposer in writing; otherwise, all items or work offered by the proposer shall be deemed to be in strict compliance with these specifications, and the successful proposer will be held responsible therefore. Deviations must be explained in detail in the proposal or on an attached sheet(s). This paragraph shall not be construed as inviting or permitting any deviation whatsoever by proposer or implying that any such deviation will be acceptable to Yuba-Sutter Transit.

6. Award of Contract: Qualified proposals will be evaluated and acceptance made of the best value proposal to Yuba-Sutter Transit as determined upon consideration of such factors as: price offered; the quality of the articles offered; the general reputation and performance capabilities of the proposer; the substantial conformity with the specifications and other conditions set forth in the proposal; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Yuba-Sutter Transit, within its sole and exclusive discretion, to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Yuba-Sutter Transit or the proposer, Yuba-Sutter Transit reserves the right to accept any items or groups of items on a multi-item proposal.

Yuba-Sutter Transit reserves the right to make partial, progressive or multiple awards where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; or other factors deemed by Yuba-Sutter Transit to be pertinent or peculiar to the purchase in question.

7. Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify Yuba-Sutter Transit at once, indicating the specific regulation which required such alterations.

Yuba-Sutter Transit reserves the right, within its sole and exclusive discretion, to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

8. Exceptions: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a proposer's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a proposer may be grounds for rejection of the proposal. The proposer specifically agrees to the conditions set forth in this paragraph by affixing his name and signature on the proposal Transmittal Letter.

9. Confidentiality of Proposals: Access to government records is governed by the California Public Records Act (Gov. Code 6250 et seq.). Except as otherwise required by the California Public Records Act, Yuba-Sutter Transit will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which a proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. The Price Proposal and its contents shall not be considered proprietary information.

10. Clarifications/Interpretations: Any and all questions regarding this document must be addressed to Matt Mauk, Planning Program Manager. Any and all revisions to this document shall be made only by written addendum issued by Yuba-Sutter Transit. The Vendor is cautioned that the requirements of this proposal can be altered only by written addendum and that verbal communications, regardless of their source, shall be of no force or effect.

11. Situs: The place of all contracts, transactions, agreements, their situs and forum, shall be Yuba County, California, wherein all matters shall be determined, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Request for Proposal, or any contract which may be awarded as a result of this solicitation.

Insurance

During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverage requirements (the comprehensive general liability insurance shall include broad form property damage insurance):

1. Minimum Coverage (as applicable) - Insurance coverage shall be with limits not less than the following:

(a) Comprehensive General Liability - \$1,000,000/occurrence and \$2,000,000/aggregate, including ongoing and completed operations coverage

(b) Automobile Liability - \$1,000,000/occurrence (general) and \$1,000,000/ occurrence (property) (include coverage for hired and non-owned vehicles)

(c) Professional Liability/Malpractice/Errors and Omissions - \$1,000,000/occurrence and \$2,000,000/aggregate (if any engineer, architect, attorney, or other licensed professional performs

work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

(d) Workers' Compensation - Statutory Limits/Employers' Liability - \$1,000,000/ accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. Yuba-Sutter Transit, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverage. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

3. Any available insurance proceeds in excess of the specified minimum limits and coverage set forth above shall be available to the Authority as an additional insured. All coverage available shall be as broad as the coverage afforded to the named insured and nothing in any agreement with the Authority shall limit or lessen the coverage afforded to the Authority as an additional insured to the extent coverage would be available to the named insured under the policy in question. All insurance policies required to be carried shall provide for severability of interests; shall provide that an act or omission of any of the named or additional insured's shall not reduce or avoid coverage to the other named or additional insured's and shall afford coverage for all claims based on acts, omissions, injury or damage which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy. All insurance shall be primary and non-contributory.

4. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis.

5. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and Yuba-Sutter Transit reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement are available throughout the performance of this Agreement.

6. Any deductibles or self-insured retentions must be declared to and are subject to the approval of Yuba-Sutter Transit.

7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Yuba-Sutter Transit or after ten (10) days for delinquent insurance premium payments.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by Yuba-Sutter Transit.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects Yuba-Sutter Transit, its officers, agents, employees and volunteers. Any insurance maintained by Yuba-Sutter Transit shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

11. The insurer shall waive all rights of subrogation against Yuba-Sutter Transit, its officers, employees, agents and volunteers.

12. Prior to commencing services pursuant to this Agreement, Contractor shall furnish Yuba-Sutter Transit with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of Yuba-Sutter Transit before work commences. Upon request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

13. During the term of this Agreement, Contractor shall furnish Yuba-Sutter Transit with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.