

YUBA-SUTTER TRANSIT AUTHORITY



RFP # 03-18

BACKUP EMERGENCY GENERATOR

PROPOSAL DUE DATE – MARCH 1, 2017 at 4:00PM

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

NOTICE OF REQUEST FOR PROPOSALS
YUBA-SUTTER TRANSIT
BACKUP EMERGENCY GENERATOR

Notice of Request for Proposals

The Yuba-Sutter Transit Authority (Yuba-Sutter Transit) is seeking proposals from qualified contractors for the installation of a diesel backup emergency generator at 2100 B St. Marysville, CA 95948. The selected firm will be responsible for the full implementation, of the system including design, permitting, installation, wiring, testing, training and warranty.

Sealed proposals shall be received by Yuba-Sutter Transit at 2100 B Street, Marysville, CA at or before 4:00 p.m. PST, Thursday, March 1, 2018 for the Backup Emergency Generator Project 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. The anticipated project cost is \$75,000.

All proposals shall be subject to all applicable State and Federal laws. Selected contractors and subcontractors will be required to pay appropriate prevailing wages as set by the State of California Department of Industrial Relations. The award of this solicitation is subject to the terms and conditions of the Proposition 1B funds received for this project through the California Governor's Office of Emergency Services California in the 2016-17 grant cycle of the Transit Security Grant Program.

Proposal documents shall be clearly marked "**Backup Emergency Generator**" and shall be mailed or delivered to:

Yuba-Sutter Transit Authority
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 Respondents.

A non-mandatory pre-Proposal meeting to explain the project and answer any questions will be held on Friday, February 2, 2018 at 10:00 AM. Prospective Respondents should meet in the Administration Office located at 2100 B St, Marysville, CA 95948.

Proposal documents and addendum shall be downloaded by Respondents at <https://www.yubasuttertransit.com/contract-opportunities>. It is a Respondent's responsibility to verify they have obtained all information before submitting a proposal.

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SECTION I INSTRUCTIONS TO RESPONDENTS

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified contractors for the design and installation of a diesel powered backup emergency generator, conforming to the specifications stated in this proposal.

Yuba-Sutter Transit Authority must remain open and functional at all times to ensure the safe and efficient transportation of patrons. In recent years there have been a number of short-term (4 hours or less) power outages that have inhibited our ability to remain open and accessible to the public. Secondly, Yuba-Sutter Transit must remain operational during emergency events and or natural disasters such as floods, fires, etc., that potentially require evacuation of residents. During such events power outages are common and consequently backup power may be required continuously for a number of days.

Due to the configuration of electrical power supply, subpanels and circuits, Yuba-Sutter Transit has elected to specify a configuration/size of generator that can support all power needs excluding one 460V circuit that only powers a diesel particulate filter cleaner. The generator shall start automatically in the case of power failure. This will enable us to operate normally regardless of the power source. Any deviations from this objective or alternative plans need to be explained in the proposal. A fully functional backup power unit that meets this objective is required upon completion of this project.

B. PRE-PROPOSAL MEETING

A voluntary pre-proposal meeting to provide additional information, inspect the facility, and answer any questions will be held on Friday, February 2nd, 2018 at 10:00 AM. Prospective Respondents should meet in the Yuba-Sutter Transit Lobby located at 2100 B St, Marysville, CA 95901.

At the pre-proposal meeting, Proposers will be given a tour of the facility, shown potential locations for installation of the generator, be able to inspect current electrical system, and ask questions. Since design of the system is part of the project, the facility will remain open to proposers for as long after the meeting as needed for pictures, measurements and questions. If needed, additional site visits can also be arranged through the Program Manager.

The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing which will be posted on the Yuba-Sutter Transit website following the meeting. Answers that change or substantially clarify the bid will be affirmed in an addendum to the RFP.

C. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

All questions regarding this RFP can be submitted via email, phone or in writing. All questions shall be submitted on or before Friday, February 16, 2018 by 5:00 P.M. and should be addressed to Adam Hansen, Program Manager by phone at (530) 634-6880 or at adam@yubasuttertransit.com.

Should any prospective Respondent be in doubt as to the true meaning of any portion of this RFP, or should a prospective Respondent find any ambiguity, inconsistency or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted to the Program Manager.

D. OFFICIAL DOCUMENTS

Any changes to the Proposal documents made by the Contractor shall be explained in the "Specification and Explanation Worksheet" (Appendix B) section of Proposal form.

E. PREPARATION OF PROPOSALS

Proposals should be prepared providing a straight-forward, concise description of the Respondent's ability to meet the requirements of this RFP. Proposals shall be written in ink or typewritten.

Proposals must be submitted on "Proposal Forms" provided marked clearly. Any deviation from the specification must be fully described, in detail, on the Explanation Worksheet section of the Proposal form. If forms are not fully completed it may disqualify the Proposal.

Each person signing the Proposal certifies that he/she is the person in the Contractor's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

F. PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the Yuba-Sutter Transit Authority on or before March 1, at 4:00 p.m. Proposals submitted late or by electronic mail or facsimile **will not** be considered or accepted. Each Respondent must submit one (1) original proposal and two (2) additional copies. Proposals submitted must be clearly marked: **Yuba-Sutter Transit Backup Emergency Generator Project.**

Proposals must be addressed and delivered to:

Yuba-Sutter Transit Authority
ATTN: Keith Martin, Transit Manager
2100 B St.
Marysville, CA 95901

Hand delivered Proposals will be date/time stamped/signed by the Yuba-Sutter Transit employee receiving it. Normal business hours are 8:00 a.m. to noon and 1:00 p.m. to 5:00 p.m. Monday through Friday, excluding holidays. Yuba-Sutter Transit will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the due date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents if Yuba-Sutter Transit determines that circumstances warrant it.

Final submissions shall include:

1. Cover Letter
2. Appendix A: Respondent Information Form
3. Appendix B: References
4. Appendix C: Fee Proposal Form
5. Project Narrative addressing all requested items in Section II C and Section II E, including a list of Subcontractors to be used to deliver the project.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section III. A selection committee comprised of members from Transit Administration, Transit Operations and/or member jurisdictions will complete the evaluation.

H. INTERVIEW

Yuba-Sutter Transit has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation by the Proposer, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews.

I. TYPE OF CONTRACT

A sample of the standard Services Agreement is included as Appendix E. Those who wish to submit a proposal to Yuba-Sutter Transit are required to carefully review the Standard Services Agreement.

Yuba-Sutter Transit reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the Authority's sole judgment, the best interests of the Authority will be so served.

J. COST LIABILITY

The Authority assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a Standard Services Agreement. The liability of the Authority is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

K. DEBARMENT

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the Authority will be notified of any changes in this status.

L. INSURANCE REQUIREMENTS

Specified in the sample Standard Servers Agreement (Appendix E) with this proposal are the insurance requirements, which must be kept in place for the duration of this awarded work. Awarded contractor must produce all required insurance certificates within five (5) days of award and before work can be started.

M. FAILURE TO FULFILL GUARANTEE

In the event of the failure of any merchandise within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all merchandise furnished under these "detailed specifications."

N. INSPECTION

Any materials, workmanship, or equipment, which may be discovered to be defective within the warranty period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance. If any change made necessary by improper material, improper installation or material or faulty designs, the change shall be made and the cost shall be borne by the manufacturer.

O. RESERVATION OF RIGHTS

The Authority reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the Authority. The Authority reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP. The Authority reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

SECTION II DETAILED SPECIFICATIONS AND SCOPE OF WORK

Respondent understands that the scope of work includes designing, purchasing, providing, installing all components needed to install a new automatic backup emergency generator at the Yuba-Sutter Transit Operations & Maintenance facility. This includes all electrical and mechanic work needed to properly install the generator according to all state and local codes along with training and warranty agreement.

This project is a design-build project which places the responsibility on the selected Contractor to provide a turnkey solution. The below specifications are suggested based on our research and consultation with electrical professionals. However, a fully functional unit upon completion of work shall be provided. If through research the proposer determines that the specifications can be modified and still meet or exceed the required objective, the proposer is free to do so if fully described and justified in the submittal.

A. SPECIFICATIONS

1. Core Requirements:

- Generator rated at 150kw 120/240V 3 phase, 4 wire
- Diesel fueled unit
- Outdoor enclosure
- (2) 600 Amp service rated transfer switches (automatic)-One for each service.

2. Generator specifications

- A generator similar or equivalent to the Kohler 150REOZJF (<http://www.kohlerpower.com.sg/industrial/detail.htm?sectionNumber=13261&categoryNumber=11961&prodnum=46796702>).
- A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance.
- The engine shall be a diesel powered, radiator and fan cooled engine.
- Generator must run properly at site conditions of an altitude 300 ft. ambient with temperatures up to 105 degrees F
- Engine must be 1800 RPM or similar
- Alternator temperature rise must be ≤ 130 degrees Celsius on standby.
- Alternator must be 12-lead re-configurable/tap
- Alternator stator must be 2/3 pitch and must be class F or better
- Generator must be UL2200
- Generator mounted breaker
- Contain a Control System
- Contain a 7-day/24-hr exerciser clock
- Battery charger 10A minimum (located in the ATS or generator housing)

3. Transfer Switch:

- SERVICE ENTRANCE RATED (Automatic)
- 600 Amp switches- one switch for each building service.
- 3/4 Pole solid neutral
- 120/240V

B. CONTRACTOR NARRATIVE / DRAWING

Provide an overview/compliance statement of design and layout for the proposed system. The overview must include:

- A statement confirming the generator system (model number), generator system specification sheet, list of accessories and control system specifications;
- A statement of methods and materials that will be used to provide diesel fuel to the new generator system;
- A statement of methods and materials that will be needed to install and connect the 600 amp automatic transfer switches to the new generator that is compliant to all applicable codes;
- A statement that all building electrical power systems will be backed up by the new generator system at the completion of the project;
- A statement of method to assure proper exhaust ventilation.
- A statement with the breakdown of the project installation timeline;
- A statement confirming that all nonconforming circuit breakers or electrical equipment within the building will be replaced with code compliant materials.
- A proposed layout drawing showing the proposed installation location, footprint of the generator and any surrounding equipment if necessary.
- A statement describing the site preparation work to be done to provide a pad for the generator, if necessary.
- A statement of methods and materials that will be used to connect all existing loads to the new generator backup system;

C. COSTS

Proposal must include a clearly understandable schedule of charges. All charges will be included in the cost breakdown of proposals. No additional costs will be charged to Yuba-Sutter Transit. If any error or omission of equipment or service is made by the contractor, the contractor will incur any additional costs.

D. SUBCONTRACTORS

All subcontractors shall be clearly identified in the proposal. All subcontractors permitted to do any portion of the work will be bound by the terms, conditions and specifications of the selected Respondent's contract with the authority. The

Respondent shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Yuba-Sutter Transit Authority.

It is the responsibility and duty of the Respondent to see that all conditions are met by the subcontractor(s). All directions given to the subcontractor in the field by the authority shall bind the Contractor the same way as if they were given to the Respondent directly.

E. DELIVERY REQUIREMENTS

The successful contractor shall provide, deliver, install and have the new generator running properly within 60 calendar days from the notification of Proposal award.

F. ELECTRICAL CONTRACTOR LICENSE

Submitting contractor must possess an electrical contractor's license.

G. REFERENCES

Contractor will provide a brief narrative of your company's relative work experience and services you provide. The contractor will provide a list of three (3) references where this type of work has been performed in the last five (5) years. Please include a description of the work completed, municipality/business name, contact person, phone number and email for all references.

H. PERMIT / CODES

Contractor shall secure all required City of Marysville and/or Pacific Gas & Electric permits and inspections. Installation shall comply with applicable state and local codes and meet the approval of the Electrical and Mechanical Inspectors.

I. TECHNICAL BULLETIN NOTIFICATION

The manufacturer shall notify Yuba-Sutter Transit of any technical bulletins, warnings or product recalls associated with equipment over the lifetime of equipment warranty.

J. LABELING REQUIREMENTS

All proper labeling will be adhered to all equipment according to codes and laws.

K. INSTALLATION

All equipment shall be installed by the contractor in accordance with the final submittals and contract documents. Equipment shall be installed in accordance with the manufacturer's instructions as well as instructions included in the listing or labeling of UL listed products. Contractor will provide ALL labor and materials to complete the

installation of the generator.

Contractor will make all connections to the building's panel boxes, required interfaces with the electric company and provide any/all enhancements or updates to the electrical lines.

All wiring is to be copper THHN, THWN, XHHW insulation. Generator controller communications and remote annunciator communications cables to be as specified by the manufacturer.

L. ACCEPTANCE

Contractor will provide field acceptance testing which will include a full load test (2 hours) of typical use with an electrical inspector on site. Contractor will provide reports to owner and engineer after conclusion of test/start-up.

M. AS-BUILT PLANS

Upon project completion, contractor shall provide a paper and electronic copies of as-built drawings. Drawings shall include wiring diagram and connections to existing system.

N. SERVICE WARRANTY AND AVAILABILITY

Contractor will provide a full three (3) year parts and labor warranty (all associated equipment) including a guarantee that in the event of a generator failure a repair technician will be on site to diagnose the generator within one (24) hour of trouble report. This warranty will start from the date of acceptance. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

O. AUTO EXERCISE

The generator will conduct a minimum of a monthly auto exercise.

P. TRAINING / MANUALS

Contractor will instruct Yuba-Sutter Transit Staff on all operations and safety features. At least three (2) on-site hours of training will be provided to staff. Contractor will provide staff with two (2) copies of all manuals and instructions. Contractor will provide all warranty information in electronic and hard copy.

SECTION III EVALUATION CRITERIA

The Selection Committee will evaluate each proposal by the described criteria and point system listed below (A through D, based on 100 points) to select a short list of contractors for further consideration. Yuba-Sutter Transit reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.

If needed, the committee will then schedule interviews with the selected contractors. The selected contractor will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview shall consist of a presentation of up to thirty (30) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately fifteen (15) minutes of questions and answers.

The contractor interviewed will then be re-evaluated by the described criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by the Yuba-Sutter Transit Board of Directors.

Yuba-Sutter Transit reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. Yuba-Sutter Transit also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

Yuba-Sutter Transit will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.

Respondents should organize Proposals into the following Sections:

- A. Cover Letter with Professional Qualifications/References/Appendix A (15 points)
- B. Project Narrative addressing Section II B and D (35 points)
- C. Appendix B: Proposal Compliance with Section II Specifications (25 points)
- D. Fee Proposal (25 points)

Modifications to specifications will not cause points to be deducted as long as a suitable alternative is provided that meets our needs. Additional points may be awarded for exceeding specifications or providing an alternative that enhances the project.

APPENDIX A – RESPONDENT INFORMATION FORM

Respondent Name: _____

Address: _____ City/State/Zip Code: _____

Telephone Number: _____ E-mail Address: _____

1. Respondent Established: Years in Business: _____

2. Business Structure () Partnership () Corporation () Sole Proprietor

3. Types of services provided and technical details that make Respondent uniquely qualified for this work:

APPENDIX B- COMPLIANCE WITH SPECIFICATIONS

Does your proposal comply with all specifications in Section II A-Q? Yes _____ No _____

DETAILED SPECIFICATIONS – EXCEPTIONS EXPLANATION

Explanation or Alternate of a “No” Answer to specification(s).

Empty rectangular box for providing detailed specifications, exceptions, and explanations.

Add additional pages as needed.

APPENDIX C- REFERENCES

CONTRACTOR TO COMPLETE ALL BLANKS IN THIS DOCUMENT LIST AT LEAST THREE REFERENCES WITH WHOM YOU HAVE HAD SIMILAR CONTRACTS DURING THE PAST THREE YEARS. THESE REFERENCES MUST BE INCLUDED WITH YOUR PROPOSAL.

1. Company or Agency_____

Contact Name_____

Telephone Number_____

E-mail_____

2. Company or Agency_____

Contact Name_____

Telephone Number_____

E-mail_____

3. Company or Agency_____

Contact Name_____

Telephone Number_____

E-mail_____

Contractor's Signature_____Date_____

Company_____

This form must be completed and returned with your Proposal.

APPENDIX D - FEE PROPOSAL FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that an emergency backup generator will be furnished and installed for the prices set forth in this Proposal. It is understood and agreed that the instructions, specifications, compliance questions, answers, and additional responses are an integral part of the Proposal submission from the undersigned (detailed specifications). Time of delivery and installation of the emergency backup generator shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by Yuba-Sutter Transit.

The undersigned contractor further agrees and understands that Yuba-Sutter Transit Authority reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, to make the award in any manner the Authority believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice.

<u>Quantity - Item</u>	<u>Unit / Service Price</u>
System Design Cost	\$ _____
Site Preparation- Concrete pad	\$ _____
Diesel Generator	\$ _____ (Delivery Included)
Transfer Switches	\$ _____
Generator Installation and Wiring	\$ _____
3 Year Warranty Agreement	\$ _____
TOTAL COST OF PROPOSAL	\$ _____

Delivery time after receipt of Contract: () DAYS

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE: _____

COMPANY NAME: _____

CONTRACTOR ADDRESS _____

E-MAIL: _____ PHONE: _____ DATE: _____

This form **must** be completed and returned with your Proposal.

APPENDIX E- STANDARD SERVICES AGREEMENT

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 Project’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:

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

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.

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.

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 Adam Hansen, 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.