YUBA-SUTTER TRANSIT AUTHORITY

REQUEST FOR PROPOSALS (RFP) #06-26
FOR THE OPERATION AND MAINTENANCE OF FIXED ROUTE, DEMAND RESPONSE, COMMUTER & RURAL ROUTE DEVIATION PUBLIC TRANSIT SERVICES

November 13, 2026

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This project is funded, in whole or in part, by the Federal Transit Administration (FTA) and the State of California

SEALED PROPOSALS ARE DUE BEFORE 2:00 PM ON February 12, 2027

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

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DIVISION 1 – NOTICE REQUESTING PROPOSALS

This Request for Proposals ("RFP") is issued by Yuba-Sutter Transit Authority ("Authority") to solicit Proposals for the management and operation of the Authority's transit services, which include Urban Fixed Routes, Urban Demand Response, Sacramento Commuter/Midday Routes, and the rural/intercity routes. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as "PROPOSER" or "CONTRACTOR". It is the intention of the Authority to award a single contract in response to this RFP.

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

Schedule of Events	Date	Time
RFP Issue Date	**November 13, 2026**	Not Applicable
Pre-Proposal Conference & Facility Tour (Optional)*	**December 1, 2026**	10:00 am
Written Questions for Clarification Due	**December 11, 2026**	3:00 pm (PST)
Written Responses from the Authority Provided	**January 11, 2027**	5:00 pm (PST)
Proposal Due Date	**February 12, 2027**	2:00 pm (PST)
Interviews (if requested)	**March 30th and 31st, 2027**	TBD
Anticipated Contract Execution	**May 2027**	Not Applicable

See section 2.1 PRE-PROPOSAL CONFERENCE AND FACILITY TOUR for additional information.

QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED TO MATTHEW MAUK AT MATT@YUBASUTTERTRANSIT.COM.

Responses to questions and addenda will be posted at
https://www.yubasuttertransit.com/current-requests-for-proposals

PROPOSALS NOT RECEIVED BY THE PROPOSAL DUE DATE AND TIME SPECIFIED ABOVE MAY BE REJECTED. IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THEIR PROPOSAL IS RECEIVED BY THE AUTHORITY NO LATER THAN THE STATED DUE DATE AND TIME.

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1.0 DEFINITIONS

Addendum / Addenda – A written revision, clarification, or supplemental instruction to the RFP Documents issued by the Authority prior to the Proposal Due Date. All Addenda become part of the Contract Documents upon issuance.

Agreement – The Transit Operations Agreement between the Authority and the selected Contractor for provision of the services described in this RFP, including all attachments, exhibits, and amendments thereto. Also referred to herein as the "Contract."

Authority – Shall indicate the Yuba-Sutter Transit Authority.

Best and Final Offer (BAFO) – The final proposal, including pricing and terms, submitted by a Proposer within the competitive range at the Authority's request, after which no further negotiation or revision is permitted.

Best Value Proposer – The Proposer whose Proposal is determined by the Authority to provide the greatest overall value, considering price and the evaluation criteria set forth in this RFP, and which is not necessarily the Proposer offering the lowest price.

Contract Documents – Collectively, the RFP, all Addenda, the Proposal submitted by the successful Proposer, the executed Agreement, and any attachments, exhibits, and amendments incorporated therein.

Contractor – As applicable based on the context, a firm submitting a Proposal to provide the services described herein, or the firm selected and under contract with the Authority to provide the transportation services solicited pursuant to this RFP.

Evaluation Committee – The panel appointed by the Authority to review, score, and rank Proposals in accordance with the evaluation criteria set forth in this RFP.

Interested Party – An actual or prospective Proposer whose direct economic interest would be affected by the award of, or failure to award, the Contract.

Notice of Intent to Award – The Authority's written notification identifying the Proposer it intends to recommend for Contract award, issued following completion of the evaluation and selection process.

O&M – Operation and Maintenance

Proposal – The written response submitted by a Proposer in accordance with the requirements of this RFP.

Proposer – Any individual, firm, partnership, corporation, or other entity submitting a Proposal in response to this RFP.

Request for Proposals (RFP) – This solicitation document, including all Divisions, exhibits, attachments, and any Addenda issued by the Authority.

RFP Documents – The RFP together with all exhibits, attachments, forms, and Addenda issued in connection with this procurement.

Subcontractor – Any individual, firm, or entity, other than the Contractor, that performs a portion of the Work under a contract or agreement with the Contractor.

Work – All services, labor, materials, equipment, and obligations to be performed or furnished by the Contractor under the Contract.

Note: A separate list of definitions specific to the operation and maintenance of transit services exists in Division 5, Scope of Services, Section 1: Definitions. To avoid duplication, those terms (including Actual Vehicle Hour, Advanced Reservation, ADA, Curb-to-Curb Service, Deadhead, Demand Response, Door-to-Door Service, Dwell Time, Early Trip, FTA, Late Trip, Missed Trip, Missed Run, No-Show, On-Time Pickup, Subscription Service, Revenue Vehicles, Vehicle Revenue Hour, Vehicle Revenue Miles, and Vehicle Service Hour) are not repeated here.

1.1 BACKGROUND

The sole provider of public transportation for the Counties of Sutter and Yuba and the Cities of Live Oak, Marysville, Wheatland, and Yuba City, Yuba-Sutter Transit operates a network of local fixed route, intercity commuter, demand-response (Dial-A-Ride/ADA Complementary Paratransit, and “Mobility-On-Demand” microtransit), and rural route services for the bi-county area. Service is operated Monday through Saturday. No service is provided on Sundays or major holidays. Yuba-Sutter Transit contracts with a private provider for the operation and maintenance of all transportation services.

Yuba-Sutter Transit currently has a fleet of 55 revenue vehicles (22 heavy-duty low-floor fixed-route, 22 demand response/rural route vans and cutaways, and 11 commuter coaches) operating six urban fixed routes; three rural/intercity routes; urban Demand Response services; and an intercity commuter service between Marysville/Yuba City and downtown Sacramento. Yuba-Sutter Transit's six local fixed routes serve the cities of Yuba City and Marysville and the unincorporated Yuba County communities of Linda and Olivehurst. The Authority’s final adopted FY 2027 Operating Budget includes $7,016,000 allocated to purchased transportation service costs and assumes the operation of an estimated 89,000 service hours. More information is provided in Division 5, Scope of Services.

1.2 OBTAINING RFP DOCUMENTS AND ADDENDA

Proposers must secure RFP Documents ONLY from the Authority. Proposers are responsible for providing any copies of the Proposal documents to their subcontractors, material suppliers, and other project team members. Proposers are responsible for making sure they have obtained all Addenda pertaining to this RFP.

1.3 LICENSES

At the time of the Proposal Due Date and at all times during performance of the services, Proposer must possess any and all licenses and permits required by law.

The Proposer is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code, including, but not limited to, the requirement that all vehicle operators have a valid State of California driver’s license, including any special operator license that may be necessary for the type of vehicle operated.

Failure of a Proposer to possess the required license at the time of the Contract award may render the Proposal non-responsive and may result in loss of the Contract.

1.4 INSURANCE

The Contractor must provide the insurance required by the Agreement (Division 4, Section 7: Insurance)

1.5 ACCEPTANCE AND REJECTION OF PROPOSALS

Authority reserves the right to reject any or all Proposals; waive any informalities, irregularities or technical defects in any Proposals or in the RFP process; judge the Proposer's representations in submittals and results of reference checks, and any post-Proposal investigation to determine whether Proposer is qualified to perform the work and determine the Best Value Proposer, whichever may be in the best interests of the Authority.

1.6 PROPOSAL IRREVOCABILITY

Proposals shall remain open and valid for one hundred twenty (120) days after the Proposal Due Date.

-END OF NOTICE REQUESTING PROPOSALS-

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DIVISION 2 – RFP INSTRUCTIONS AND REQUIREMENTS TO PROPOSERS

The following instructions and conditions apply when responding to this RFP:

2.0 GENERAL

All proposals are to be prepared in strict conformity with the instructions in this RFP and submitted on the forms provided. Unacceptable conditions, limitations, provisions, or failure to respond to specific instructions or information requested in the RFP may result in rejection of the proposal.

Included as Division 4 in this RFP is the TRANSIT OPERATIONS AGREEMENT that will be revised to insert the successful contractor's information and specific terms and conditions applicable to this procurement. Proposers must submit any requested exceptions to the Agreement on Form J (Exception Form) submitted with its Proposal.

The term of this Agreement will be for a base period of four (4) years, nine (9) months from October 1, 2027, through June 30, 2032, plus two (2), 2-year options. Following the initial nine (9) month contract period running from October 1, 2027, through June 30, 2028, subsequent contract periods shall be twelve (12) months in length, running from July 1 through June 30 of the following year to correspond to the Authority's fiscal year. Exercise of options is solely at the discretion of the AUTHORITY.

Division 5 of this RFP is the Scope of Work detailing the services to be provided by the Contractor. All proposals shall be for the complete "turn-key" management and operation of the Yuba-Sutter Transit system, as specified and in all respects, so that the proposal contemplates and ensures a complete "Turn-Key" system such that nothing remains to be purchased, provided, or supplied by the Authority, other than as noted within the provisions of this RFP. It is understood by each PROPOSER that this RFP requires, in all cases, the complete set of elements of an operating system for Yuba-Sutter Transit.

2.1 PRE-PROPOSAL CONFERENCE AND FACILITY TOUR

A voluntary Pre-Proposal Conference will be held at 2100 B Street, Marysville, CA 95901 on the date indicated in Division 1, Schedule of Events, to review the requirements of the Request for Proposals. Proposers attending via Zoom must email Matthew Mauk at matt@yubasuttertransit.com to obtain conference call-in information. Attendance is highly recommended but not required to submit a Proposal. While questions will be entertained and, if possible, responded to during the Conference, all questions must also be submitted in writing to ensure proper interpretation and the communication of complete and accurate responses to all prospective proposers.

A voluntary facility tour and vehicle walk-through will be conducted following the Pre-Proposal Conference at 2100 B Street, Marysville, CA 95901 on the date indicated in Division 1, Schedule of Events. This will be the only opportunity for prospective proposers to walk through the offices and maintenance areas they will be provided under this contract and to observe typical revenue and support vehicles which they will operate and maintain. Proposers attending the facility tour

must email Matthew Mauk at matt@yubasuttertransit.com to RSVP. Attendance is highly recommended but not required to submit a Proposal.

2.2 QUESTIONS REGARDING RFP AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing no later than the date indicated in Division 1, Schedule of Events. All written questions will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. The point of contact for this RFP shall be:

Matthew Mauk
Executive Director
(530) 634-6880
matt@yubasuttertransit.com
https://www.yubasuttertransit.com/current-requests-for-proposals

The Authority does not encourage negotiation of the Standard Contract Terms & Conditions. Certain provisions are required by law, while others reflect longstanding Authority policy and practice. Proposers should carefully review the Standard Contract Terms & Conditions and identify any requested exceptions or modifications on Form J - Exception Form.

All communications regarding this solicitation shall be made directly with the designated point of contact. Any verbal or written communications between any potential or actual Proposer, or its representatives, and any Authority Board Member, staff member, committee member, or consultant regarding this procurement are strictly prohibited from the date of the RFP advertisement through the date of execution of the Agreement. The only exception is communications at a publicly noticed meeting of the Authority's Board of Directors.

Any violation of the requirements outlined in this section shall constitute grounds for immediate and permanent disqualification of the Proposer from participation in this procurement.

Up until the Written Question for Clarification Due Date specified in the RFP Schedule, a Proposer may submit to the point of contact a written request for clarification or interpretation of any aspect of this RFP, or a request for a change to any requirement of this RFP or any addendum thereto.

Requests for changes to any requirement of this RFP must be fully supported by pertinent information demonstrating that the requested change will result in either:

1. condition equal to or better than that required by the RFP without a substantial increase in cost or time requirements; or
2. condition that supports Yuba Sutter Transit's interest in innovative concepts or investments that enhance efficiency and/or service delivery.

If it should appear to a prospective Proposer that the performance of the expected work, or

any of the matters relating thereto, is not sufficiently described, or explained in the RFP, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or Yuba Sutter Transit Authority regulation, or other standard or requirement, then the Proposer shall e-mail a written request for clarification to Yuba Sutter Transit Authority prior to the due date for Written Questions for Clarification specified in the RFP Schedule.

2.3 RFP FORMS

Responsive proposals must include all forms provided and requested by the Authority. Proposal submissions not incorporating all forms may be considered non-responsive and rejected.

2.4 CONFIDENTIALITY

A. All Proposals become the property of the Authority and are subject to the California Public Records Act (Gov. Code 7920.000 et seq.). The Authority will not release Proposals before it issues the Notice of Intent to Award, except as required by law. After that, Proposals are public records except for material that is exempt from disclosure.

B. A Proposer that claims any part of its Proposal is exempt from disclosure must submit (1) one unredacted copy with each page containing claimed exempt material clearly marked; (2) one redacted copy; and (3) a confidentiality index identifying, by section and page, each item claimed to be exempt, the specific legal basis for the exemption (for example, Gov. Code 7927.705 and Evid. Code 1060 for trade secrets), and the facts supporting the claim. A Proposer may not designate its entire Proposal, or its prices, as exempt.

C. By submitting a Proposal, the Proposer consents to the release of its redacted copy and of any material not listed in its confidentiality index and waives all claims against the Authority and its directors, officers, employees and agents arising from any disclosure made in accordance with this Section. If the Authority receives a request for material listed in the index and determines the material is not exempt, it will give the Proposer reasonable notice before release, unless the law requires release sooner. The Proposer may seek a court order to prevent release at its own expense.

D. The Proposer shall indemnify, defend and hold harmless the Authority and its directors, officers, employees and agents from any claim, action, judgment, award of attorney fees to a requester, cost or expense arising from the Authority's withholding of material the Proposer designated as exempt. The Authority may tender the defense of any such claim to the Proposer. If the Proposer does not accept the tender, the Authority may resolve the claim as it sees fit, without limiting its rights under this Section.

2.5 RESERVATION OF RIGHTS OF THE AUTHORITY

The Authority may investigate the qualifications of any Proposer, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this RFP. Any verbal modifications of the conditions or specifications documented herein shall be considered void and ineffective for Proposal preparation and evaluation purposes. Only changes issued as written Addenda from the Authority

to this RFP shall be deemed valid and binding. In connection with this procurement, the Authority reserves to itself all rights (which rights shall be exercised by the Authority in its sole discretion) to:

A. Reject any or all of the Proposals, or any item of the Proposal, without further obligation or reimbursement to the Proposers.

B. Modify this RFP.

C. Cancel or withdraw this RFP.

D. Issue a new Request for Proposals.

E. Suspend or abandon the Project.

F. Appoint evaluation committees to review Proposals, and seek the assistance of outside technical experts in Proposal evaluation.

G. Negotiate lower pricing with the Proposer recommended for award at any time after receipt of the Proposals.

H. Waive immaterial deficiencies, informalities, and minor irregularities in Proposals.

I. Require a Proposer to provide a guarantee (or guarantees) of the Contract by a third party.

J. Terminate any negotiations if the Authority determines termination is in its best interests.

K. Not issue a notice to proceed after execution of the Contract.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these Authority-held rights.

This RFP does not commit the Authority to enter into a contract, including if the Authority elects to reject, in its sole discretion, all of the Proposals. The Authority is not liable for any costs incurred by a Proposer in preparation and submission of a Proposal or in anticipation of award of a contract. By submitting a Proposal, the Proposer disclaims any right to be paid for such costs.

The Authority reserves the right to reject any and all Proposals or any item or items of the Proposals and to waive any informalities or technical defects as the Authority's interests may require.

2.6 LATE PROPOSALS

Proposals not received by the Proposal Due Date and time will not be considered. Oral, telegraphic, facsimile, or electronically transmitted Proposals shall not be considered unless the RFP expressly permits such means of transmittal.

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2.7 WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw its Proposal either personally or by written request any time prior to the scheduled Proposal Due Date by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing, signed by the Proposer, and shall be received, date-stamped, and time-stamped by the receiving party on or before the Proposal Due Date. Withdrawn Proposals may be resubmitted on or before the Proposal Due Date provided that they are then fully in conformance with these Instructions to Proposers. Once submitted, all Proposals are irrevocable, except as otherwise provided by law. Each Proposer agrees by submitting a Proposal that its Proposal shall remain open, is irrevocable, and may not be modified, withdrawn, or canceled for a period of one hundred twenty (120) calendar days after the Proposal Due Date.

2.8 EQUAL OPPORTUNITY

The Authority, at this moment, notifies potential Proposers that firms will be afforded equal opportunity to submit Proposals in response to this request and will not be discriminated against based on race, religion, color, sex, creed, marital status, ancestry, physical or mental disability, medical condition, sexual orientation, national origin, age, or any other consideration made unlawful by federal, state, or local laws. It is the policy of the Authority that in connection with all Services and Work performed under contracts, there shall be no discrimination against any prospective or active employee engaged in the Services or Work.

The Proposer shall comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (California Government Code Section 12900, et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

2.9 PRE-CONTRACTUAL EXPENSES

The Authority will be under no obligation to pay pre-contractual expenses. No stipend will be paid to Proposers for any costs associated with preparing and submitting Proposals in response to this RFP. Pre-contractual expenses are defined as expenses incurred by the Proposer for the following:

A. Preparing the Proposal in response to this solicitation;
B. Submitting the Proposal to the Authority;
C. All other expenses incurred by the Proposer before the date of award.

2.10 RFP PROTEST PROCEDURES

A protest is a Proposer's remedy for correcting a perceived procurement mistake. There are three basic types of protests, based on the time in the procurement cycle when they occur:

A. A pre-bid or solicitation phase protest is received before the Proposal's due date.
B. A pre-award protest is a protest against making an award and is received after the receipt of Proposals but before the award of a contract.
C. A post-award protest is a protest received after the award of a contract.

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

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

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

The Yuba-Sutter Transit Board of Directors is responsible for awards to a vendor or contractor financed with Federal assistance or otherwise subject to Federal and State Third Party Contract provisions.

Request for Reconsideration—Yuba-Sutter Transit will allow a request for reconsideration if data that was not previously known becomes available or if 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.

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 regular business hours, no later than ten (10) working days after the publication/release date of the respective solicitation document(s). When a solicitation document expresses a specific date and deadline for submission of pre-bid protest, the published deadline shall take precedence over the ten (10) working day policy.

Responses - The Executive Director shall respond to each substantive issue raised in the protest in detail. Written responses/determinations will be mailed or emailed (according to the protestor's preference) during regular business hours, no later than five (5) working days after receiving the pre-bid protest or before the published qualification due date, whichever is first. Responding to any substantive questions received by Yuba-Sutter Transit may be sent to all interested parties or published as an addendum to the original solicitation.

Pre-Award Protests—To be considered, a pre-award protest must be received within 15 calendar days after the staff recommendation for award has been made available to the public.

Responses - The Executive Director shall respond prior to final award.

Post-Award Protests—To be considered, a post-award protest must be received before the close of business and 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 Executive Director shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed or emailed (according to the protestor's preference) before the close of regular business hours, within three (3) working days of receipt of the protest.

1. Notice of Intent to Award is issued for the award of a contract if the contract is awarded by the Yuba-Sutter Transit Board per staff recommendation or

2. Notice of Intent to Award is issued if the Yuba-Sutter Transit Board has delegated award authority to the Purchasing Agent or does not award the contract according to the Notice of Intent to Award.

Protests shall be in writing and addressed to the Executive Director.

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.

Requirements for the Protester
The protester must:

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

   1. Subcontractors. A subcontractor does not qualify as an "interested party" because it has no direct economic interest in the procurement results.

   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 procurement results. An individual member of a consortium, joint venture, partnership, or team acting solely in its capacity does not qualify as an "interested party" because it does not have a direct economic interest in the procurement results.

   3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party" because it has no direct economic interest in the procurement results.

B. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by completing the recipient's protest procedures.

2.11 ADDENDA AND INTERPRETATIONS

A. Authority reserves the right to revise the RFP Documents prior to the Proposal Due Date. Any such revisions shall be described in an Addendum issued by the Authority ("Addendum" or "Addenda"). If an Addendum requires significant changes to the Work, the Authority, in its sole discretion, may postpone the Proposal Due Date. In any event, the Proposal Due Date shall occur at least seventy-two (72) hours after Authority's issuance of the last Addendum.

B. No interpretation of the meaning of any specifications or other pre-qualification documents will be made to any Proposer orally. Every request for such interpretations shall be in writing and addressed to the attention of the Authority contact listed above. Such requests must be received before the date fixed for "Written Questions Due" in Division 1 listed above. Any such interpretations and supplemental instructions will be in the form of written Addenda to the specifications and, if issued, will be posted on https://www.yubasuttertransit.com/current-requests-for-proposals. Should a Proposer find any irregularities, discrepancies, errors, or omissions in the RFP Documents, or find variances in any of the RFP Documents with Applicable Law, or should there be doubt as to the intended meaning of any RFP Document, the Proposer must submit to the Authority Contact a written request for clarification, interpretation, or correction. It is the Proposer's responsibility to ensure all requests are received and answered by the Authority promptly.

C. Failure of any Proposer to receive any such Addendum or interpretation shall not relieve such Proposer from any obligation. All Addenda so issued shall become part of the Contract Documents. Proposer shall assume full responsibility for making itself completely aware of all Addenda's existence and contents. Each Proposer will be presumed to have inspected any relevant site and to have read and be thoroughly familiar with any associated or referenced plans, specifications, or other documentation (including all Addenda) and referenced legal provisions. The failure or omission of any Proposer to examine any form, instrument, document, or referenced applicable legal requirements shall in no way relieve any Proposer from any obligation with respect to the Proposal submitted. If Authority determines, in its sole discretion, that an interpretation or clarification requires a change in the RFP Documents, the Authority will issue an Addendum. Receipt of any such Addenda by the Proposer must be acknowledged on the Transmittal Letter, as described in Section 2.20 Proposal Package Submission Requirements. Failure to acknowledge receipt of all Addenda may result in the Proposal being rejected as non-responsive.

2.12 RFP RESPONSIVENESS

Proposers shall respond to this RFP with respect to all sections, terms, conditions, requirements, specifications, and the like. Failure to submit a complete response will likely result in rejection.

By submitting a Proposal Package, a Proposer represents that:

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- The RFP is sufficient in scope and detail to indicate and convey a reasonable understanding of all requirements, terms, and conditions for the performance of the services required;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries and examining documents for this RFP;
- The Proposer is thoroughly familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposer is and will comply with the RFP's requirements, terms, and conditions; and
- All personnel designated to provide the required services will possess valid licensing as required by all authorities having jurisdiction throughout the term of the Contract.

2.13 INSURANCE REQUIREMENTS

A. The Proposer, at the Proposer's sole cost and expense and for the entire term of the Contract or any extension thereof, will be required to obtain and maintain, at a minimum, all of the insurance requirements outlined in the Agreement (Division 4, Section 7: Insurance).
B. Certain insurance certifications are required as part of this RFP process, as provided in Division 3, Form E—Insurance Requirements Affidavit.

2.14 PERFORMANCE BOND

A. Upon execution of the Agreement, the Contractor shall furnish, at its own expense, a Performance Bond in a form satisfactory to the Authority (see Division 3 Proposal Forms, Form M – Faithful Performance Bond) as a guarantee of good faith on behalf of the Contractor that the terms of this contract shall be complied with in every particular. This Performance Bond shall be in the amount of $1,000,000 issued by an admitted surety insurer authorized to transact surety business within the State of California. Alternatively, the Contractor may provide the Authority with a Certified or Cashier's Check from a solvent bank or an Irrevocable Standby Letter of Credit (see Division 3 Proposal Forms, Form N – Sample Irrevocable Standby Letter of Credit) issued by a financial institution acceptable to the Authority for the required amount. The Performance Security shall remain in full force and effect for the entire term of the contract, including option terms if exercised. Contractor must obtain the Authority's written consent to any substitution of surety, and the Authority reserves the right to reject a proposed substitution. Proposer must include with its proposal a letter from a surety providing evidence that the Proposer has the ability to obtain the required performance security.

2.15 CONFLICT OF INTEREST

Each Proposer submitting a Proposal is responsible for determining whether or not its participation or the participation of other Team members in the proposed Contract constitutes a conflict of interest or a potential conflict of interest under California Government Code Sections 1090, 87100 et seq., and other applicable law. Each Proposer must investigate and manage any possible conflict of interest as part of considering whether to submit a Proposal and when assembling its project team.

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The existence of such a conflict of interest is a basis for the Authority to disqualify a Proposer's participation in this RFP process. If the Authority disqualifies a Proposer because of a conflict of interest, it will provide the Proposer with a written statement of the facts leading to that conclusion.

2.16 PROPOSAL REQUIREMENTS

Proposals must include all Authority forms contained herein with all blank spaces properly filled in. All forms required to be submitted with the Proposal are listed in Division 3, Proposal Forms. The phraseology on the forms shall not be changed. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a Proposal to be considered responsive.

2.17 PROPOSAL IRREGULARITIES AND ALTERATIONS

A Proposal may be considered irregular and may be rejected for any of the following reasons:

A. If the forms furnished in the RFP Documents are not used or are altered.

B. If there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

C. If the Proposer adds any provisions reserving its rights to accept or reject any award of Contract.

D. If prices provided by Proposer are obviously unbalanced or excessive or may materially affect the final cost of the work.

E. If the Proposer fails to complete in any manner the RFP Documents where information is requested so that the Proposal may not be properly evaluated.

F. If Proposer has been delinquent or unfaithful in the performance of any former contract with Authority.

G. If the Proposal is received after the designated deadline.

H. If the Proposal is oral (except to the extent provided herein), telephoned, e-mailed, or faxed, such Proposals are invalid and will not be considered.

I. If alterations by erasure, interlineation, or striking out text are not initialed by the signatory to the Proposal on the page on which each such alteration occurs.

J. If a Proposer fails to meet any minimum experience requirements for specialty items of Work, as further described in the RFP Documents.

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2.18 CONDITIONS, EXCEPTIONS, RESERVATIONS, OR UNDERSTANDINGS

Submission of a Proposal constitutes acceptance of all terms of the RFP Documents, including the Transit Operations Agreement (Division 4), unless the Proposer identifies in writing, on the Exception Form submitted with its Proposal, each exception or modification it requests (each, an "Exception").

2.19 PROPOSER REPRESENTATIONS AND ACCEPTANCE OF CONDITIONS

In submitting its Proposal, the Proposer also confirms that it has familiarized itself with the scope and nature of the Authority's operations in the work area, as well as the work itself. Additionally, the Proposer agrees to adhere at all times during the contract to all relevant federal, state, and local requirements, which are incorporated into the Contract by reference, including the employee protective provisions outlined in 49 U.S.C. § 5333(b), if applicable.

Any failure by the Proposer to acquaint itself with the available information shall not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the Work.

Authority assumes no responsibility for any conclusions or interpretations made by the Proposer on the basis of the information made available by the Authority.

Each Proposer, in preparing Proposals, shall use complete sets of RFP Documents. Authority assumes no responsibility for any errors, omissions, or misinterpretations resulting from the use of incomplete sets of RFP Documents by any Proposer or from the Proposer's failure to attend any site visit and/or Pre-Proposal Conference.

2.20 PROPOSAL PACKAGE SUBMISSION REQUIREMENTS

Proposal submissions must be submitted strictly in compliance with the Proposal Submission Requirements prescribed within this RFP. The Proposal shall not exceed 125 single-sided pages, including all required information in Sections B and D below. The page limit excludes Sections A and C, all required forms, and all Attachments. One (1) copy of the completed Proposal submission package, supplemented by supporting documentation, shall be on standard letter size (8.5"x11") paper or folded to size, and one (1) electronic copy in a searchable PDF format on a USB drive shall be submitted to the Authority. The hard copy and USB drive shall be mailed or hand-delivered to the Yuba-Sutter Transit Authority, 2100 B Street, Marysville, CA, and received before 2:00 PM on February 12, 2027. Proposals shall be submitted in a sealed envelope marked **Yuba-Sutter Transit Operations and Maintenance Services Proposal** and addressed as follows:

Yuba-Sutter Transit Authority
ATTN: Matthew Mauk, Executive Director
2100 B Street, Marysville, CA 95901

Any Proposals received before the time and date specified for the Proposal Due Date in the Schedule of Events may be withdrawn or modified by the Proposer's written request. However, to be considered, the modified Proposal must be received before 2:00 PM on February 12, 2027.

The submission package should be organized as follows:

1. Transmittal Letter

2. Qualifications and Ability to Provide Services Statement

3. Required Forms
   - Form A – Proposal Cover Page
   - Form B – Incumbency Certificate
   - Form C – Levine Act Statement
   - Form D – Federal Tax Delinquency and Conviction Certification
   - Form E – Insurance Requirements Affidavit
   - Form F – Lobbying Certification
   - Form G – Cost Proposal
   - Form H – Certification Regarding Debarment and Suspension
   - Form I – Workforce Retention Declaration
   - Form J – Exception Form
   - Form K – Substance Abuse Program Affidavit
   - Form L – Reference Form

4. Required Plans and Schedules
   1. Price Narrative
   2. Staffing Plan
   3. Management Plan
   4. Operations Plan
   5. Maintenance Plan
   6. Mobilization/Start-Up Plan
   7. Safety Plan
   8. Training Plan
   9. Drug and Alcohol Program
   10. Letter from a surety stating it will issue the Performance Bond
   11. Letter from an insurance underwriter stating the Proposer can obtain the required insurance
   12. Audited financial statements for the past three fiscal years

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A. Transmittal Letter

A transmittal letter shall be submitted with the Proposal. The transmittal letter shall include the Proposer's contact information and identify the Authorized Representative who is empowered to negotiate and enter into a contract with the Authority.

The transmittal letter shall include, at a minimum, the following information:

1. Identification of the Proposer, including legal name, address, email address, and telephone number
2. Identification of any proposed subcontractors and the proposed working relationship (e.g., prime/sub), if applicable
3. Name, title, address, email address, and telephone number of the primary contact person during the proposal evaluation period
4. A statement affirming that the Proposal shall remain valid for a period of not less than one hundred twenty (120) days from the Proposal Due Date
5. The signature of a person authorized to bind the Proposer to the terms of the Proposal
6. Acknowledgment and list of all addenda for this RFP.
7. A statement that the Proposer is prepared to sign the Transit Operations Agreement in Division 4 without alterations or exceptions, or that the Proposer identifies each Exception and a statement that the Proposer can meet the insurance requirements in Division 4.

B. Qualifications and Ability to Provide Services Statement

Proposers shall provide a clear and concise explanation of their capability to satisfy the requirements of this RFP and the Scope of Work. Information provided shall include, but not be limited to, demonstrated competence and experience, financial resources, organizational structure, and overall business strength and stability, as specified in this RFP.

- Proposers shall provide a brief profile of the organization, including:
- Principal line of business
- Year founded
- Form of organization (corporation, partnership, sole proprietorship, etc.)
- Number and location of offices
- Licenses held
- Number of employees
- General description of financial condition

Proposers shall describe their experience providing services similar to those solicited in this RFP and identify key personnel proposed for assignment to the project. If subcontractors are proposed, Proposers shall identify each subcontractor by company

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name, address, contact person, telephone number, and proposed project role. Proposers shall also describe prior experience working with each subcontractor, if applicable.

For each reference cited, Proposers shall provide the current name, title, address, email address, and telephone number of the individual most knowledgeable about the work performed. Proposers may also submit references from other related work not cited in this section. Reference descriptions shall include a summary of the work performed for each client.

C. Required Forms

Proposers shall complete and submit all required forms identified in Division 3 Proposal Forms. All required forms shall be included as part of the Proposal submission package. Failure to submit all required forms may result in the Proposal being deemed non-responsive.

D. Required Plans

Proposers shall submit the Plans identified in this RFP and provide narrative responses describing how the requirements set forth in Division 5 – Scope of Work will be met.

Responses shall be provided in sufficient detail to enable evaluators to understand the Proposer's approach at each stage of service delivery and to assess the likelihood of successful performance.

At a minimum, the Plans shall include the following:

1. **Pricing Narrative**: Provide a general description of the completed multi-year price list in Form I – Cost Proposal in Division 3, Proposal Forms. The narrative shall describe key assumptions, considerations, and justifications and shall supplement the price list templates by providing insight into the Proposer's financial and resource allocation strategies. This narrative is for explanatory purposes only and does not replace the required pricing forms.

2. **Staffing Plan and Narrative**: Provide a general description of the staffing strategy and provide as many details, considerations, and/or justifications as possible. Confirm that the proposal meets the minimum staffing requirements:

    a. General Manager (1)
    b. Maintenance Manager (1)
    c. Safety and Training Manager (1)
    d. Operations/Office Manager (1)
    e. Road Supervisors (2)
    f. Dispatchers (4)
    g. Safety Officers/Trainers (2)
    h. Utility Workers (5)
    i. Vehicle Technicians (6)

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j. Parts Clerks (1)

*All positions listed above shall be solely dedicated to the Authority (cannot be shared with another agency).

I. Proposer shall submit no more than two-page resumes for all key management and essential operational positions identified in the staffing plan. Key management includes at a minimum the General Manager, Maintenance Manager, Safety and Training Manager, and Operations/Office Manager. Each resume must clearly demonstrate the candidates:

a. Minimum required qualifications, licenses, and certifications
b. Relevant transit or public-sector experience
c. Supervisory and leadership capabilities
d. History of compliance with safety, regulatory, and performance standards

Resumes that do not demonstrate that the individual meets the stated minimum qualifications may be grounds for deeming the proposal non-responsive.

II. The proposer must submit a comprehensive organizational chart that illustrates the complete staffing structure, including reporting relationships and all positions, both supervisory and non-supervisory, that will support Authority's services. The staffing plan should also include position descriptions, minimum qualifications, and any required certifications for each role.

III. All employees assigned under this contract must meet Authority's minimum qualifications, licensing requirements, and performance standards at the time of hiring and throughout the term of the contract. The Authority reserves the right, at its sole discretion, to:

a. Approve or reject any individual proposed for a key or safety-sensitive role;
b. Require removal or replacement of any individual for failure to meet qualifications, poor performance, safety violations, or conduct inconsistent with the Authority's standards; and
c. Require documentation or verification of any resume, certification, or credential submitted.

Failure to provide properly qualified personnel may constitute a breach of contract. The Authority reserves the right to require the removal of any individual from assignment to the Authority's services and from Authority property at any time for any lawful reason.

IV. The Proposer is required to hire and maintain all permanent positions listed in the organizational chart and staffing plan submitted with its proposal. If the Proposer seeks to fill any position on a temporary or interim basis, it must:

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a. Obtain written approval in advance from the Authority's Executive Director or designee;
b. Provide Authority with the resume and qualifications of the proposed temporary employee; and
c. Allow the Authority the right to interview and approve any temporary personnel prior to assignment.

For purposes of this RFP, any individual providing services to the Authority who is not included in the approved organizational chart and staffing plan shall be considered temporary staff and subject to the approval requirements above.

The Proposer must ensure that all personnel, including temporary staff, subcontractors, and any replacement workers, meet or exceed the minimum qualifications, training standards, and performance expectations set by the Authority. The Authority reserves the right to audit personnel files at any time to verify compliance.

V. Proposed hiring and retention of employees. Describe hiring strategy, anticipated turnover rate, incentive plans, retention strategies, and other assumptions regarding hiring plans to meet start-up requirements. This description should include the following:

a. Advertising time frame and location of advertising.

b. Proposers' selection criteria shall meet or exceed Yuba Sutter Transit's selection requirements for all employees that will operate a commercial vehicle on public rights-of-way.

c. Provide a sample or process for screening that will be used to ensure that all operators hired can understand and converse with dispatch, Yuba Sutter Transit, and customers. The process must also ensure that any candidate can complete any required forms or documentation.

d. Each Proposer shall complete Form I (Workforce Retention Declaration).
    a) Proposers shall declare as part of the proposal whether or not the bidder will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days, if awarded the service contract.
    b) The Authority will give a 10% preference to any proposer who agrees to retain the employees of the prior contractor or subcontractor pursuant to a) above.

e. Proposers' selection criteria and screening process for all positions beyond the bus operator position.

f. Proposers' plan and process for hiring part-time or temporary employees versus full-time employees. Proposer shall clearly explain which positions

and responsibilities will be filled by part-time and/or temporary employees and how filling positions with part-time and/or temporary employees will not compromise the quality and level of service expected by the Authority.

g. All employees must demonstrate the proper qualification for obtaining and maintaining employment under the Yuba Sutter Transit contract with the Proposer, and Yuba Sutter Transit reserves the right to require the removal of any individual from assignment to the Authority's services and from Authority property at any time for any lawful reason.

3. **Management Plan** – Proposer shall provide a description of the Management Plan for this project, including a detailed description of the Proposer's understanding of the work to be performed. The Proposer shall also include:

   a. An action plan to achieve the start date. The action plan should include personnel recruitment and training.

   b. A graph/chart showing the phases or timeline of implementation of work.

   c. An overall organization chart showing the level of staffing required for meeting the requirements of the proposal for start-up and ongoing operations for the service package proposed. The organizational chart shall start at the corporate level and continue down to the lowest reporting level. The chart shall indicate the number of each employee type, job title, and wage. This chart shall identify the minimum staffing requirements (e.g., operators, dispatchers, road supervisors) by part-time and full-time status for the proposed service package.

   d. Specific information as to what each Supervisor's job duties will entail, how much control they will have over the operation at the local level, when they will be available, and how much their time will be dedicated to the contract during the start-up tasks. Resumes for each of these key personnel shall be provided after the contract has been awarded and 30 days prior to the contract start date.

   e. The identities of other employees (i.e., individuals, functions/responsibilities, and start dates) that are exclusively start-up only and not permanent ongoing staffing.

   f. Accounting System. Describe the Proposer's accounting system, including how it segregates and tracks costs for this Agreement, and its experience administering federally funded contracts.

   g. Quality Control Plan. Describe the Proposer's quality control plan for all

services, including responsible personnel, inspection methods, corrective action, and reporting to the Authority.

h. Yuba Sutter Transit expects that each key management position will have prior public transportation industry experience and will have a valid Class B license, unless waived by Yuba Sutter Transit. As stated in other areas of this RFP, Yuba Sutter Transit reserves the right to interview and/or approve each person being submitted for the key positions.

4. **Operations Plan** – The Proposer shall describe the strategy for implementing service that meets Yuba Sutter Transit requirements, including procedures to ensure quality service delivery, road supervision, and emergency and incident procedures that will be utilized by the Proposer. The following should be the minimum included in the plan, as applicable according to the service (local fixed route, commuter routes, ADA complementary paratransit, on-demand service) on which Proposer is proposing, along with other elements that Proposer deems significant for meeting the service requirements and expectations of Yuba Sutter Transit:

   a. Describe the methodology that Proposer will use to ensure quality control of the on-street operation. The described methodology shall include, but not be exclusive of, proposals for maintaining on-time performance, ensuring the provision of excellent customer service, addressing customer complaints received by Yuba Sutter Transit, preventing and addressing vehicle and passenger accidents, acceptable vehicle appearance, effective management of extra-boarding staffing, maintaining employee morale and sense of teamwork, and resolution of on-street issues.

   b. Provide the number of, as well as a work schedule, for dispatchers, road supervisors, and maintenance personnel required to ensure coverage during all hours of revenue service.

   c. Describe procedures as to how Proposer will handle accident/incident investigations and reports.

   d. Provide a sample, comprehensive “Driver's Manual” that would address the following in detail: 1) Driver Qualifications; 2) Driver Duties; 3) General Rules and Policies; 4) Vehicle Operations. **One copy of the sample Driver's Manual must be included with the Proposer’s proposal as an attachment.**

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e. Proposer will be responsible for providing Yuba Sutter Transit with operational statistics including but not limited to the number of passengers, revenue hours, revenue miles, total hours, total miles, on-time performance, passenger by fare category, vehicle mileage by time period, missed trips, pull out times, accidents, and other reports requested by Yuba Sutter Transit as required for annual reports including but not limited to the National Transit Database (NTD).

f. Operational Performance standards are specified in Division 5 Scope of Services, Section 3.4. Please provide a table that 1) demonstrates your awareness and understanding of the standards, 2) strategies for meeting the standards, and 3) measures you would use to gauge your progress towards meeting the standards. Yuba Sutter Transit will require that Proposer provide monthly progress reports on how performance standards are being addressed or pursued, and Yuba Sutter Transit reserves the right to meet with Proposer as necessary to ensure compliance with adopted performance standards and Proposer's steps and schedule to correct deficiencies.

g. List all technologies Proposer would use for delivering service and managing operations, and describe how the specified technology would:

   1) Contribute to the efficiency and effectiveness of the system,
   2) Minimize operating costs,
   3) Improve performance reporting to Yuba Sutter Transit,
   4) Enhance the customer experience,
   5) Maximize employee productivity,
   6) Interface with existing Yuba Sutter Transit technologies.

   For a description of Yuba-Sutter Transit's existing technology systems, see Division 5 – Scope of Services, Section 2 (Yuba-Sutter Transit Duties and Responsibilities), subsections "Vehicles," "Radio Communications Systems," and "Computer Systems"; and Section 3 (CONTRACTOR Duties and Responsibilities – Operations), subsection "CAD/AVL System."

   Proposer shall also provide information on useful life and replacement schedule(s) for any technology proposed and/or purchased, including frequency of software updates.

   NOTE: Technology equipment paid for directly by Yuba Sutter Transit shall become the property of Yuba Sutter Transit. Further, all (electronic and tangible) data collected, stored, and produced by such technology shall become the property of Yuba Sutter Transit, and Yuba Sutter Transit shall

dictate to Proposer how such data shall be provided to Yuba Sutter Transit upon its request Proposer shall further retain such data for an amount of time specified by Yuba Sutter Transit.

Describe how customer service functions will be performed. The customer service provided by the Proposer's employees will be subject to performance standards and measures as required by Yuba Sutter Transit.

5. **Maintenance Plan** – Proposers shall provide a detailed description of the Maintenance Plan to be utilized under the contract. Submission of a Maintenance Plan is required; however, Yuba Sutter Transit reserves the sole right, at its discretion, to include or exclude maintenance services from the final contract award. The Maintenance Plan shall meet or exceed Yuba Sutter Transit's requirements as stated in this RFP. The following should be included at a minimum:

    a. The Maintenance Plan shall detail how the following areas will be addressed:
        - Preventive Maintenance Inspections
        - Vehicle delivery, post-delivery, and pre-revenue inspections, including documentation of deficiencies and coordination with the Agency on warranty and corrective actions
        - Proposed schedule for routine maintenance by vehicle type
        - Washing, cleaning, and detailing of vehicles as necessary to maintain a clean, presentable, and sanitary condition, including the interior and exterior of each vehicle.
        - General repair
        - Wheelchair lift or ramp maintenance
        - Parts inventory
            - Component rebuild or replacement, including expected expenses.
        - Special repairs, i.e., HVAC, destination signs, video security systems
        - Federal Transit Administration and CALTRANS compliance
        - Facility maintenance.

    b. Provide maintenance procedures for responding to on-street mechanical failures, with minimum adverse effect on revenue service.

    c. Provide the goals and objectives of the maintenance program such as reducing the frequency of road calls and tracking maintenance cost compared to operating cost. The plan should define how such goals and objectives will be achieved and how progress towards meeting them will be

tracked and reported to Yuba Sutter Transit.

d. Provide the number and type of personnel proposed for each type of maintenance function, including service, cleaning, general repair, preventive maintenance, parts, etc. In addition, convert these numbers to the mechanic-to-bus ratio.

e. Submit the procedures that Proposer will use to ensure internal maintenance quality control and follow-up, and indicate the individual(s) responsible for this quality control.

f. Indicate how maintenance reporting requirements will be met. All maintenance must meet Yuba Sutter Transit, FTA, and California DOT regulations and requirements. Additionally, Proposer will be required to submit necessary financial and performance reports in such a manner that will allow Yuba Sutter Transit to finance maintenance expenses with federal grant funds. Proposer must provide all reports in electronic or written format as required by Yuba Sutter Transit.

g. Describe how supporting documentation for actual maintenance expenses, including, but not limited to, vendor invoices, proof of vendor(s) payment(s) of maintenance expenses, applicable payroll records, applicable pay stubs, will be tracked and reported to Yuba Sutter Transit monthly.

h. Describe how maintenance facility will be maintained. Yuba Sutter Transit will require the Proposer to submit a cleaning schedule, in calendar format, detailing how and when the facility will be maintained for the upcoming month.

6. **Mobilizations/Start-Up Plan** – The Proposer shall provide a comprehensive, detailed plan of how all transition and start-up tasks shall be completed. This plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-up of service. The plan should document recruitment and training schedules, acquisition of necessary software, hardware, equipment, licenses, and all other activities necessary to implement a successful transit service program. This plan shall include a detailed chronology/calendar and explanation of all items listed. **The end date of the start-up plan shall be at least 90 days after the service start date to include post launch check-ins and any necessary follow-up.**

   During the transition period for training purposes, at least two (2) fixed route buses and two (2) commuter buses will be made available to the successor Contractor for training on Saturdays and Sundays beginning September 2027. Two (2) cutaway buses will be made available beginning September 2027 for training on weekdays and weekends. The successor Contractor must provide vehicle

insurance as specified in the RFP for all training vehicles and will be responsible for the cost of such insurance. Also, Limited office space will be made available to the successful Contractor for use in the transition beginning September 2027. This space will be the Authority's Conference Room [15' x 11'6"] which has a conference table with chairs, power, and public Wi-Fi access.

7. **Safety Program Management Plan** – Safety is one of the most important objectives of Yuba Sutter Transit. All vehicle operators shall comply with all applicable federal, state, and local laws and regulations governing the operation of commercial vehicles transporting passengers within the State of California. The Proposer's safety record and program shall be evaluated based on the following:

    a. Provide the Proposer's overall company safety record in public transportation services, including fixed route, complementary paratransit, and on-demand services. Include the accident rate expressed as accidents per 100,000 miles for the organization overall.

    b. Identify and describe all adverse claims, disputes, settlements, or lawsuits between the Proposer and a public entity (e.g., a transit agency, State, or unit of state or local government) in which the amount in controversy (the claim, settlement, or judgment) exceeded two hundred fifty thousand dollars ($250,000). This shall include any adjudicated, settled, and pending matters between the Proposer and a public entity but does not include disputes between the Proposer and its employees, subcontractors, suppliers, or other private firms or individuals.

    c. Provide a summary copy of the Proposer's Safety Program. Safety Programs may include, but are not limited to, customer relations, defensive driving, refresher training, safety meetings, safety incentives, and similar measures.

    d. Provide a summary copy of the Proposer's emergency response plan, including procedures related to hazardous materials for operational facility sites and on-street incidents.

    e. Describe the safety approach and verify that a team approach for maximizing operational safety is in place. Explain your approach for ensuring safe bus facilities and amenities, including bus stops, bus shelters, transit centers, and other facilities and amenities served by Proposer.

8. **Training Plan** – The Proposer shall provide a detailed description of all training that will be provided to each operator, utility worker, and administrative personnel throughout the contract term.

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a. Submit a calendar of classes showing how Proposer will meet the minimum hours of operator training requirement. This calendar must show how Proposer will meet the minimum number of operators for start-up.

b. Submit a sample of the classroom training program content and the behind-the-wheel program content in outline form. Provide sample documentation of course material currently used for operator instruction. Submit an outline, or current procedure, used for on-going/refresher training for operators.

c. Indicate the number of operator instructors that will be required to complete start-up and ongoing training, both classroom and behind-the-wheel instruction. Indicate which of the Proposers' instructors are local and familiar with the Yuba Sutter Transit service area.

d. Indicate all other training requirements that Proposer anticipates for start-up, i.e., dispatchers, road supervisors, support staff, etc.

e. The Proposer shall provide documentation of their training program designed to meet the FTA Security Awareness Training.

f. Describe your approach to ensuring that all operators, maintenance technicians, supervisors, dispatch personnel, and other affected personnel will be appropriately trained, qualified, and prepared to safely and effectively support the operation, maintenance, and repair of battery-electric vehicles (BEVs) and associated charging infrastructure prior to the Authority's planned deployment of BEVs into revenue and non-revenue service. Include prospective training program elements, understanding of roles and responsibilities, qualifications of any proposed training providers, and demonstrated methods for maintaining workforce competency throughout the Contract term.

9. **Drug and Alcohol Program** – The Proposer shall provide a detailed description of its Drug and Alcohol Testing Program that will be enforced throughout the contract term.

a. Describe the effectiveness of your Drug and Alcohol Testing Program in promoting a safe, drug-free workplace and ensuring compliance with applicable federal and state requirements. Include a summary of your program administration, employee education and training, testing protocols, compliance history, and any performance metrics or continuous

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improvement initiatives that demonstrate the program's effectiveness.

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2.21 EVALUATION OF PROPOSALS

Proposal Opening. The Authority reserves the right to accept or reject any or all Proposals and be the sole judge regarding the suitability of the products, services, or supplies offered and/or to waive any irregularities or informalities in any Proposals or in the RFP process. The Authority further reserves the right to purchase all or fewer than all services or quantities of each service listed in the RFP Documents. The award of the Contract, if made by the Authority, shall be to the Best Value Proposer. The Authority reserves the right to award the contract to a proposal that is not the lowest cost if it better meets the criteria listed and aligns more effectively with the Authority's needs.

Responsiveness. The Authority will perform a preliminary evaluation to determine whether each Proposal is responsive to this RFP immediately after receipt of the Proposal Documents. Authority may exclude from further consideration any Proposal that is non-responsive. A responsive Proposal is a Proposal that conforms, in all material respects, to the RFP Documents.

Responsibility. A responsible Proposer is a Proposer who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily fulfill the requirements of the Contract Documents.

Evidence of Responsibility and Additional Information. The Authority reserves the right to determine whether a Proposer can perform the various items of Work or can satisfy the specific requirements contained in the RFP Documents. The Authority may, at any time, request additional information or clarification from the Proposer, or third parties. If the available evidence of competency of any Proposer is not satisfactory, the Proposal of such Proposer may be rejected.

Evaluation of Responsible Proposers
Proposers will be evaluated and ranked to determine a competitive range and to make a selection of a proposal for potential award. Screening and selection will take place through the process described below. Contract award will be made to the Proposer which meets required qualifications as specified in this RFP and submits the proposal considered most advantageous to Authority based on the evaluation criteria set forth below.

Negotiations may or may not be conducted with Proposers; hence, the proposal should include the Proposer's most favorable terms and conditions since selection may be made without discussion with any Proposer.

The screening and selection process shall be as follows:

Step 1. Sealed proposals will be opened and evaluated to determine compliance with the requirements and specifications set forth in this RFP. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

Step 2. Responsive proposals will be reviewed and scored by an Evaluation Committee based on the evaluation criteria set forth below. Each Evaluation Committee member shall independently evaluate and rank the proposals. The Evaluation Committee will then review

the individual rankings and reach a consensus on the final rankings. Based on this initial evaluation, a decision will be made whether to recommend awarding a contract without further discussion to the Proposer receiving the highest score, or to interview the Proposer's within the competitive range.

A. Interview

If a decision is made to conduct interviews, Proposers within the competitive range will be interviewed at the date, location, and time provided by the Authority. The Authority will determine, at its discretion, whether meetings will be conducted in person or virtually. Key management personnel must be available for the interview, including, at a minimum, the proposed site General Manager, Operations Manager, Maintenance Manager, the Senior Manager responsible for this project, and a Senior Management employee authorized to bind the firm. Yuba-Sutter Transit may, at its sole discretion, choose not to interview all or any proposers. All interviews will be conducted in a consistent manner.

B. Negotiations and Award

Upon completion of such interviews, the Authority reserves the right to negotiate with any or all of the proposing firms and to request the submission of "Best and Final" offers. The Evaluation Committee shall review "Best and Final" offers, if requested, and conduct a final evaluation of proposals. Proposals will again be assigned a total score based on the evaluation criteria specified herein.

The Yuba-Sutter Transit Board of Directors will receive a recommendation from the Evaluation Committee based on the results of the proposal evaluation; personal interviews; reference checks; negotiations; and best and final offers, if requested. The Authority reserves the right to withdraw this RFP at any time without prior notice. Further, the Authority reserves the right to modify the RFP Schedule of Events described in Division 1. The Authority also makes no representations that any contract will be awarded to any Proposer responding to this RFP. The Authority expressly reserves the right to reject any and all Proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsiveness of any Proposer and of the suitability of the materials and/or services to be rendered.

C. Evaluation Criteria

An Evaluation Committee will be established to review all proposals submitted pursuant to the terms of this RFP. Each proposal will be evaluated and ranked by the evaluation committee based on the following criteria. The criteria are listed in order of their relative importance.

Evaluation Criteria (Listed in order of relative importance)
Costs The Total Proposed Cost will be evaluated in conjunction with the technical evaluation results, in accordance with the evaluation criteria set forth in this RFP, to determine the Proposal offering the best overall value to the Authority.
Qualifications and Approach (Including Required Plans) Each required plan must demonstrate the Proposer's understanding of the RFP and scope of services, and describe how the Proposer will work with the Authority to deliver the required services. The combination of these plans should demonstrate a Proposer's understanding of what the Authority desires and needs to remain in compliance with all authorities having jurisdiction, and how the Proposer will ensure that high-quality services are provided to the Authority. The Authority encourages Proposers to incorporate innovative solutions that improve service quality, operational performance, and long-term value. Proposals demonstrating practical innovations that increase efficiency and reduce lifecycle or operating costs will be viewed favorably.
Past Performance The Authority seeks Proposers that demonstrate successful experience performing services of similar size, scope, and complexity, particularly for public transit agencies. Proposers should provide relevant, substantive information regarding the organization's experience; the qualifications and experience of the proposed management team; the availability of sufficient personnel and resources to perform the required services; safety performance; and references from governmental agencies with transit operations. Proposers should limit their responses to information relevant to the evaluation criteria and avoid unnecessary promotional or marketing material.
Exceptions and Deviations Proposers are strongly encouraged to submit Proposals that fully comply with this RFP. Any exception, deviation, qualification, assumption, condition, or proposed modification shall be clearly identified in Form J – Exception Form. Failure to identify an exception shall constitute acceptance of the RFP as issued. The Authority will evaluate the nature and significance of any exceptions in assessing the Proposal's acceptability, risk, responsiveness, and likelihood of successful contract performance. The Authority reserves the right, in its sole discretion, to determine whether an exception is material and to reject any Proposal containing material exceptions. The Authority is under no obligation to discuss or negotiate exceptions and may award a contract without discussions. Under this evaluation criterion, the Authority will evaluate Proposals that fully comply with the RFP without exceptions more favorably than those containing exceptions or proposed modifications.
Workforce Retention (10% preference; all or none; awarded only to a Proposer that declares on Form I that it will retain the prior contractor's employees)

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2.22 COST PROPOSAL REQUIREMENTS

Payment for services under the Agreement will be made by the AUTHORITY based on a Fixed Monthly Service Fee, plus the agreed-upon variable Hourly O&M Service Rate multiplied by the number of compensable Actual Vehicle Hours operated in the AUTHORITY's service during the applicable month, plus the applicable Fixed Monthly Insurance Rate multiplied by the number of vehicles assigned to the Contractor. Compensation for those items and services provided by the AUTHORITY and which are specified in Division 5 Section 2.4 shall not be included in the Hourly O&M Service Rate as defined below.

A. Hourly O&M Service Rate

All proposals must be based on an annual total of 87,000 Actual Vehicle Hours for each period of the agreement's four-year, nine-month base term. The following definition of "Actual Vehicle Hour" is also provided in Division 5, Section 1, Definitions:

Fixed Monthly Service Fee - Foundational administrative and overhead expenses required to keep the system functioning and operational, regardless of whether a single passenger boards a bus (e.g. admin/management/control/maintenance staff wages and benefits; non-vehicle maintenance, materials and supplies; general liability insurance; compliance, bonding, other (specify).

Compensable Actual Vehicle Hour (AVH) – A compensable AVH is defined as the hours that a vehicle travels while in revenue service plus deadhead hours, including scheduled layover/recovery time between trips while in revenue service, but excluding hours operated for non-service activities such as exclusive charter or special service trips, maintenance and testing, and/or training and other non-service activities (e.g., driver personal breaks and lunch periods). AVH's shall be deemed to have commenced when a vehicle leaves the Authority's storage yard to provide the services required herein and shall terminate when a vehicle returns to the Authority's storage yard (i.e., gate-to-gate), not including vehicle operator breaks, lunches, cleaning, servicing, or fueling of the vehicle.

The Contractor shall perform all services required by the Authority, as defined in the Agreement. The Authority reserves the right to direct AVH up to twenty percent (20%) above or below the applicable AVH baseline without adjustment or renegotiation of the Contractor's Hourly O&M Service Rate and Fixed Monthly Service Fee. The projected AVH shall serve as the baseline during the Initial Term and first Base Year, prorated as applicable to the Initial Term. Beginning with the second Base Year, the preceding calendar year's actual AVH, measured from January 1 through December 31, shall serve as the baseline. If actual AVH during that calendar year exceeds or falls below the applicable baseline by more than twenty percent (20%), the Contractor may submit a written request for negotiations in January of the following year regarding an adjustment to the Hourly O&M Service Rate and/or Fixed Monthly Service Fee for the Contract Period beginning the following July 1st. Any adjustment shall be subject to mutual agreement and shall not be effective unless approved in writing by Authority.

Hourly O&M Service Rate – The Hourly O&M Service Rate shall include all variable costs necessary for Contractor to perform the vehicle operations and maintenance services required under the Scope of Services. The rate shall include all vehicle operations labor and fringe benefits, vehicle parts and supplies, vehicle cleaning materials and supplies,

lubricants and fluids (exclusive of fuel), and other variable costs incurred or required based on the level of service provided, except for insurance costs and other costs expressly identified as separately payable or excluded under this Agreement. The Hourly O&M Service Rate shall be multiplied by the number of compensable Actual Vehicle Hours operated during the applicable month to determine the variable monthly O&M Service compensation.

Fixed Monthly Insurance Rate – The Fixed Monthly Insurance Rate for each vehicle type shall be multiplied by the number of vehicles of that type (heavy-duty revenue, light and medium duty revenue, and non-revenue) assigned to the CONTRACTOR during the applicable month. The sum of the resulting amounts for all vehicle types shall constitute the total monthly insurance payment, subject to the terms and conditions of this Agreement.

B. Compensation in Option Periods

In the event that either or both of the two, two-year option periods are exercised by the AUTHORITY, the rates of Contractor compensation for each year of such option periods commencing July 1st, shall be administratively adjusted by applying the percentage change (rounded to two decimal places) in the Consumer Price Index – All Urban Consumers U.S. City Average All Items (Series ID CUUR0000SA0) for the twelve-month period ending the preceding December 31st (i.e. preceding calendar year), providing that the adjustment shall not be less than two percent (2%) nor greater than four percent (4%).

C. AUTHORITY-Provided Items and Services

Costs for items and services provided by the AUTHORITY and specifically identified in Division 5, Section 2.4 shall not be included in the fully burdened O&M Vehicle Service-Hour Rate.

D. Monthly Compensation Calculation

The awarded CONTRACTOR's monthly compensation shall be calculated as follows:

Total Monthly Payment = Fixed Monthly Service Fee + (Hourly O&M Service Rate × Compensable Actual Vehicle Hours) + (Fixed Monthly Insurance Rate × Number of Assigned Vehicles)

- Fixed Monthly Service Fee = Proposed flat monthly fee for administrative, vehicle control and maintenance, and overhead expenses
- Hourly O&M Service Rate = Proposed rate per compensable Actual Vehicle Hour
- Compensable Actual Vehicle Hours = Actual compensable vehicle hours operated during the applicable month
- Fixed Monthly Insurance Rate = Proposed monthly insurance rate per assigned vehicle
- Number of Assigned Vehicles = Number of vehicles assigned to Contractor during the applicable month

E. Cost Proposal Format

Contractor shall complete and submit Form G - Cost Proposal contained in Division 3, Proposal Forms.

2.23 NOTICE OF INTENT TO AWARD

Following the evaluation of Proposals, the Authority's receipt of any required post-Proposal submissions, and the determination of the Best Value Proposer, the Authority will issue a notice of intent to award the Contract to all Proposers who submitted Proposals before the Proposal Due Date. The agenda for the Board meeting will include a recommendation to award the Contract.

2.24 EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the Authority's Notice of Intent to Award, the Contractor shall submit the following documents to the Authority:

- All required insurance forms and certifications as outlined in the Agreement (Division 4).
- Any forms, licenses, or certifications requested by the Authority that are necessary to begin work on the contract, as required by all authorities having jurisdiction.

2.25 AUTHORIZED SIGNATURES

The Proposer shall sign the Proposal. If the Proposal is submitted by:

A. **A sole proprietorship**, the signature must be the full name of the individual whose address must be given.

B. **A partnership**, it must be signed by each partner or accompanied by proof that the person(s) signing is/are authorized to bind the partnership. The name and address of the partnership and the address of person signing must be provided.

C. **A corporation**, it must be signed by an officer. A signature other than a corporate officer's will be accepted only if signature authority is conferred in the Incumbency Certificate submitted with the Proposal.

D. **A limited liability company**, it must be signed by the managing member(s), and the name and address of the limited liability company and the address of each person signing must be provided.

E. **A joint venture**, it must be signed in accordance with a – d above, based on the applicable situation, and the name and address of joint venture and the address of each person signing must be provided.

The Authority intends to award a single contract to one qualified Proposer. Proposals submitted by teams shall designate one firm as the Prime Contractor, which shall serve as the single point of responsibility and accountability to the Authority. All other participating firms shall be identified as subcontractors.

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2.26 LEVINE ACT

Government Code section 84308 may apply to this procurement. Under that section, a member of the Authority's Board of Directors who has received a contribution of more than $500 in the twelve (12) months before the Board's decision from a Proposer, a Proposer's agent, or a person with a financial interest in the decision, must disclose the contribution and may not participate in the decision. A Board member also may not accept, solicit, or direct a contribution of more than $500 from those persons while the procurement is pending and for twelve (12) months after the decision. Each Proposer shall complete Form C (Levine Act Statement). Form C lists the Board members.

2.27 SYSTEM FOR AWARD MANAGEMENT

Before award, the Proposer must have an active registration in the System for Award Management (SAM.gov) and must not have an active exclusion record. The Authority will verify the Proposer's status in SAM before award.

-END OF INSTRUCTIONS TO PROPOSERS-

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DIVISION 3 – PROPOSAL FORMS

This division sets out the forms and documents to be completed by each Proposer. The Proposer's submission shall include Proposal Forms A through L .

Proposal Forms

Form A – Proposal Cover Page

Form B – Incumbency Certificate

Form C – Levine Act Statement

Form D – Federal Tax Delinquency and Conviction Certification

Form E – Insurance Requirements Affidavit

Form F – Lobbying Certification

Form G – Cost Proposal

Form H – Certification Regarding Debarment

Form I – Workforce Retention Declaration

Form J – Exception Form

Form K – Substance Abuse Program Affidavit

Form L – Reference Form

Form M – Faithful Performance Bond **(Not required to be submitted with proposals, only required from the awarded proposer)**

Form N – Sample Irrevocable Standby Letter of Credit **(Not required to be submitted with proposals)**

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FORM A – PROPOSAL CHECKLIST

RFP# 06-26 - Operation and Maintenance of Fixed Route, Demand Response, Commuter & Rural Route Deviation Public Transit Services

Enclosed with Form A – Proposal Checklist, and by this reference incorporated herein and made a part of this Proposal are the following **Proposal Documents**:

- ❑ Transmittal Letter
- ❑ Qualifications and Ability to Provide Services Statement
- ❑ Plans:
    - ❑ Pricing Narrative
    - ❑ Staffing Plan and Narrative
    - ❑ Management Plan
    - ❑ Operations Plan
    - ❑ Maintenance Plan
    - ❑ Mobilizations/Start-Up Plan
    - ❑ Safety Program Management Plan
    - ❑ Training Program
  - ❑ Letter from a surety stating it will issue the Performance Bond
  - ❑ Audited financial statements for the past three fiscal years
- ❑ Form B – Incumbency Certificate
- ❑ Form C – Levine Act Statement
- ❑ Form D – Federal Tax Delinquency and Conviction Certification
- ❑ Form E – Insurance Requirements Affidavit
- ❑ Form F – Lobbying Certification
- ❑ Form G – Cost Proposal
- ❑ Form H – Certification Regarding Debarment and Suspension
- ❑ Form I – Workforce Retention Declaration
- ❑ Form J – Exception Form (required even if no exceptions)
- ❑ Form K – Substance Abuse Program Affidavit, with drug and alcohol policy attached
- ❑ Form L – Reference Forms

The undersigned certifies and declares that all required forms listed above have been included in the Proposal package.

Name:_____ Date: _____

Signature:_____

-End of FORM A-

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FORM B – INCUMBENCY CERTIFICATE

Print legibly the names and titles of the president and all officers of the company who are authorized to sign the Proposal Forms:

PRESIDENT'S & OFFICERS' NAME:	TITLE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned hereby certifies to Yuba Sutter Transit Authority that he/she is the duly elected and acting Secretary of _____ (the "Company") and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named above are the duly elected, qualified and acting officers of the Company, holding on the date hereof, the titles and positions set forth opposite their names and are authorized to sign the Proposal Forms.

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____, 2026.

_____
Secretary's Name-Printed

_____
Secretary's Signature

- End of FORM B –

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FORM C – LEVINE ACT STATEMENT

A member of the Authority's Board of Directors who has received a contribution of more than $500 in the twelve (12) months before the Board's decision from a Proposer, a Proposer's agent, or a person with a financial interest in the decision must disclose the contribution and may not participate in the decision. A Board member also may not accept, solicit or direct a contribution of more than $500 from those persons while this procurement is pending and for twelve (12) months after the Board's decision.

Each Proposer shall complete and submit this form with its Proposal, and shall submit an updated form if any answer changes before the Board's decision.

Question 1. Has the Proposer, or any agent, subcontractor or person with a financial interest in the Proposal, made a contribution of more than $500 to any member of the Authority's Board of Directors in the twelve (12) months before the date of this statement?

☐ Yes ☐ No

Question 2. Does the Proposer, or any person described in Question 1, expect to make a contribution of more than $500 to any member of the Authority's Board of Directors in the twelve (12) months after the Board's decision on this procurement?

☐ Yes ☐ No

If you answered Yes to either question, identify each contribution below. Attach additional pages if needed.

Board Member	Contributor (name and relationship to Proposer)	Date (actual or expected)	Amount	Question 1 or 2

Submitted by:

Proposer (company name)	
Name of authorized signer	
Title	
Signature	
Date	

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YUBA-SUTTER TRANSIT AUTHORITY BOARD OF DIRECTORS

Member Entity	Board Member
City of Yuba City	Wade Kirchner
City of Yuba City	Toni Cole
City of Yuba City	Marc Boomgaarden (1st Alternate)
City of Yuba City	David Shaw (2nd Alternate)
City of Marysville	Bruce Buttacovali
City of Marysville	Brad Hudson
City of Marysville	Stuart Gilchrist (Alternate)
Sutter County	Karm Bains
Sutter County	Dan Flores
Sutter County	Mike Ziegenmeyer (Alternate)
Yuba County	Gary Bradford
Yuba County	Renick House
Yuba County	Andy Vasquez (Alternate)

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FORM D – FEDERAL TAX DELINQUENCY AND CONVICTION CERTIFICATION

The Proposer **must complete the following two certification statements**.

The Proposer **must indicate** its current status as it relates to tax delinquency and felony conviction by indicating in following spaces below the applicable response. The Proposer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. **Delinquency:** The Proposer represents that it **is** ☐ or **is not** ☐ **,**

a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Conviction:** The Proposer represents that it **is** ☐ or **is not** ☐ **,**

a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Proposer responds in the affirmative to either of the above representations, the Proposer is ineligible to receive an award. If the prospective Third Party Participant cannot so certify, the Agency will refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

_____	_____
Date	Signature
_____	_____
Company Name	Title

NOTE: No award can be made without this form being completed.

-End of Form D-

FORM E – INSURANCE REQUIREMENTS AFFIDAVIT

THIS FORM IS TO BE COMPLETED THOROUGHLY BY PROPOSER'S INSURANCE BROKER/AGENT AND PROPOSER. **If Proposer has multiple Brokers/Agents, make copy of form and have each Broker/Agent supply information accordingly.**

I, the undersigned (Please check one box) ❑ underwriter ❑agent, certify that Broker/Agent and Proposer listed below have jointly reviewed the "Insurance Requirements" (See Division 4). If Yuba-Sutter Transit Authority ("Authority") awards Proposer the Contract for the named project, I, Broker/Agent, will be able – within **fourteen (14)** calendar days after the award of the contract – furnish the Authority with all the required Insurance Certificate(s) and Endorsement(s) as listed in "Division 4: Insurance".

Project Name: **Operation and Maintenance of Fixed Route, Demand Response, Commuter & Rural Route Deviation Public Transit Services**

Request for Proposal Number: **06-26**

NAME OF INSURANCE COMPANY: _____

Broker/Agent Name (Printed): _____

Broker/Agent (Signature): _____

Business Address: _____

City, State, Zip _____

Phone Number:_____Fax Number: _____

E-Mail Address: _____

Date: _____

PROPOSER'S COMPANY NAME: _____

Proposer's Name (Printed): _____

Proposer's Name (Signature): _____

Business Address: _____

City, State, Zip _____

Phone Number: _____Fax Number: _____

E-Mail Address: _____

Date: _____

DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

Place a checkmark (✓) next to each line of coverage the Broker/Agent will provide, and furnish the name of the Carrier next to each coverage:

- ❑ Commercial General Liability _____
- ❑ Automobile Liability _____
- ❑ Auto Physical Damage _____
- ❑ Workers' Compensation Liability _____
- ❑ Pollution Liability _____
- ❑ Commercial Property _____
- ❑ Employee Theft and Crime _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, accurate, and correct and that this

Affidavit is executed on_____, at_____,_.

Date City State

Signature of Proposer's Authorized Official: _____

Name of Proposer's Authorized Official: _____

Title of Proposer's Authorized Official: _____

- End of FORM E –

FORM F – LOBBYING CERTIFICATION

The Proposer or Bidder certifies, to the best of its knowledge and belief, that:

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

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). *

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than
$10,000 and not more than $100,000 for each such failure.

THE PROPOSER OR BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER OR BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of Authorized Representative: _____ Date: _____

Name/Title: _____ Name

of Organization/Business: _____

*** NOTE: Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.**

- End of FORM F –

FORM G – COST PROPOSAL

Summary of Proposed Costs

Proposer hereby proposes total costs for management and operation of the Yuba-Sutter Transit services as defined in the Request for Proposals, including any and all addenda, for the Base Term of four (4) years and nine (9) months: [Insert Total Proposed Base Term Cost]

Cost: _____

_____Dollars [$_____.00]

Proposer's Representations & Acknowledgment

By submitting a Proposal, the Proposer affirms that it is familiar with all requirements of this RFP and has sufficiently informed itself of all matters affecting the performance of the work and the furnishing of the labor, supplies, materials, equipment, and facilities required under this RFP. The Proposer further affirms that it has reviewed its Proposal for errors and omissions and that the prices submitted are accurate and reflect the Proposer's intended offer. The undersigned certifies that the proposed costs/rates include all costs necessary to perform the services required under this Agreement, except for costs specifically identified as AUTHORITY-provided or otherwise excluded.

PROPOSER acknowledges that this is a "turn-key" contract and that the proposed Fixed Monthly Service Fee, Hourly O&M Vehicle Service Rate, and Fixed Monthly Insurance Rate include all labor, fringe benefits, supervision, management, administration, overhead, materials, parts, tools, equipment, taxes, insurance, profit, and all other costs necessary to perform the required O&M services, except for costs specifically identified as excluded under the Agreement.

This proposal and proposed costs/rates are a firm, fixed offer for a period of one hundred twenty (120) calendar days from the Proposal Due Date of February 12, 2027.

NAME OF PROPOSING FIRM: _____

ADDRESS: _____

NAME OF AUTHORIZED REPRESENTATIVE FOR NEGOTIATIONS:

_____

PHONE NUMBER: (____) _____ - _____

AUTHORIZED SIGNATURE: _____

NAME & TITLE OF SIGNER: _____

DATE: _____

COST PROPOSAL FORM

The PROPOSER shall complete the following Cost Proposal Form. The proposed fees and/or rates shall include all costs necessary to perform the services required under the Agreement, except for costs specifically identified as being excluded and/or provided by the AUTHORITY.

IMPORTANT: For purposes of comparing proposals, the AUTHORITY will use the following standardized assumptions: 87,000 annual Actual Vehicle Hours and the following vehicle counts:

- Heavy-Duty Revenue Vehicles: 33
- Light & Medium-Duty Revenue Vehicles: 23
- Non-Revenue Vehicles: 6

These assumptions are established solely for purposes of evaluating and comparing proposals and do not constitute a guaranteed quantity of services, minimum quantity, or guaranteed annual contract value. The evaluated annual cost is not intended to represent the amount that will be paid to CONTRACTOR. Actual compensation will be calculated in accordance with the contractual rates and the Actual Vehicle Hours operated, and other applicable compensation provisions of the Agreement, during each applicable month.

	Initial Service Period & Base Year(s) Proposed Compensation Rates					
Compensation Component	Initial Service Period (10/1/2027 – 6/30/2028) 9 Months ~ 65,250 AVH	Base Year 1 (07/1/2028 – 6/30/2029) 12 Months ~ 87,000 AVH	Base Year 2 (07/1/2029 – 6/30/2030) 12 Months ~ 87,000 AVH	Base Year 3 (07/1/2030 – 6/30/2031) 12 Months ~ 87,000 AVH	Base Year 4 (07/1/2031 – 6/30/2032) 12 Months ~ 87,000 AVH	Unit
Fixed Monthly Service Fee	$_____	$_____	$_____	$_____	$_____	Per Month
Hourly O&M Service Rate	$_____	$_____	$_____	$_____	$_____	Per Actual Vehicle Hour
Fixed Monthly Insurance Rate	Heavy Duty Revenue Vehicle $_____ Light & Medium Revenue Vehicle $_____ Non-Revenue Vehicle $_____	Heavy Duty Revenue Vehicle $_____ Light & Medium Revenue Vehicle $_____ Non-Revenue Vehicle $_____	Heavy Duty Revenue Vehicle $_____ Light & Medium Revenue Vehicle $_____ Non-Revenue Vehicle $_____	Heavy Duty Revenue Vehicle $_____ Light & Medium Revenue Vehicle $_____ Non-Revenue Vehicle $_____	Heavy Duty Revenue Vehicle $_____ Light & Medium Revenue Vehicle $_____ Non-Revenue Vehicle $_____	Per Vehicle / Month
	Option Period(s) Compensation Rates					
Compensation Component		Option Period 1 Option Year 1	Option Period 1 Option Year 2	Option Period 2 Option Year 3	Option Period 2 Option Year 4	Unit
Fixed Monthly Service Fee		Will be adjusted based on the Base Year 4 fee per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 1 fee per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 2 fee per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 3 fee per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Per Month
Hourly O&M Service Rate		Will be adjusted based on the Base Year 4 rate per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 1 rate per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 2 rate per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 3 rate per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Per Actual Vehicle Hour

Fixed Monthly Insurance Rate		Will be adjusted based on the Base Year 4 rates per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 1 rates per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 2 rates per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 3 rates per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Per Vehicle / Month

	Extra Services for Initial Service Period & Base Year(s) Proposed Compensation Rates					
Compensation Component	Initial Service Period (10/1/2027 – 6/30/2028) 9 Months	Base Year 1 (07/1/2028 – 6/30/2029) 12 Months	Base Year 2 (07/1/2029 – 6/30/2030) 12 Months	Base Year 3 (07/1/2030 – 6/30/2031) 12 Months	Base Year 4 (07/1/2031 – 6/30/2032) 12 Months	Unit
Hourly O&M Service Rate	$_____	$_____	$_____	$_____	$_____	Per Actual Vehicle Hour
	Extra Services for Option Period(s) Compensation Rates					
Compensation Component		Option Period 1 Option Year 1	Option Period 1 Option Year 2	Option Period 2 Option Year 3	Option Period 2 Option Year 4	Unit
Hourly O&M Service Rate		Will be adjusted based on the Base Year 4 rate per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 1 rate per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 2 rate per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Will be adjusted based on the Option Year 3 rate per DIV 2 Sec 2.22 (B): Compensation in Option Periods	Per Actual Vehicle Hour

3. Rate Inclusions

The PROPOSER acknowledges that the fees and rates expressed above include all labor, fringe benefits, supervision, management, administration, overhead, materials, parts, tools, equipment, taxes, profit, insurance, and all other costs necessary to perform the required O&M services included in the Scope of Services, except for costs specifically identified as excluded under the Agreement.

4. Pricing Assumptions

The PROPOSER shall identify any assumptions that materially affect the proposed fees/rates, including any assumptions regarding annual escalation.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Proposers shall complete all applicable information in the table below. The information is requested to provide the AUTHORITY with greater insight into the components of the cost proposal. Proposers shall provide all information requested in the table and may provide additional supporting cost information on separate sheets, if desired. The information provided in the table is for evaluation and cost-structure purposes and does not constitute a guarantee, minimum quantity, or commitment by AUTHORITY regarding the amount of services to be provided or compensation to be paid. Actual payment shall be determined in accordance with the final Agreement and the services actually provided during the applicable month. The AUTHORITY reserves the right, at any time during the procurement or contract performance, to request additional cost information reasonably necessary to evaluate, administer, or monitor the Agreement.

Cost Category	Initial Period (10/1/2027 – 6/30/2028) 9 Months	Base Year 1 (07/1/2028 – 6/30/2029) 12 Months	Base Year 2 (07/1/2029 – 6/30/2030) 12 Months	Base Year 3 (07/1/2030 – 6/30/2031) 12 Months	Base Year 4 (07/1/2031 – 6/30/2032) 12 Months
Per Actual Vehicle Hour					
Vehicle Operations & Supplies					
Operator Wages	$	$	$	$	$
Operator Benefits	$	$	$	$	$
Vehicle Parts & Maintenance Supplies	$	$	$	$	$
Vehicle Cleaning & Service Supplies	$	$	$	$	$
Lubricants & Fluids (non-fuel)	$	$	$	$	$
Other (Specify)					
	$	$	$	$	$
Per Contract Period					
General Administration & Vehicle Control/Maintenance Staffing					
General Manager Wages	$	$	$	$	$
General Manager Benefits	$	$	$	$	$
Maintenance Manager Wages	$	$	$	$	$
Maintenance Manager Benefits	$	$	$	$	$
Operations/Office Manager Wages	$	$	$	$	$
Operations/Office Manager Benefits	$	$	$	$	$
Safety & Training Manager Wages	$	$	$	$	$
Safety & Training Manager Benefits	$	$	$	$	$
Mechanic Wages	$	$	$	$	$
Mechanic Benefits	$	$	$	$	$
Dispatcher Wages	$	$	$	$	$
Dispatcher Benefits	$	$	$	$	$
Road Supervisor Wages	$	$	$	$	$
Road Supervisor Benefits	$	$	$	$	$
	$	$	$	$	$
Other Admin Costs (Specify)					
-	$	$	$	$	$
-	$	$	$	$	$
Other Maintenance Costs (Specify)					
-	$	$	$	$	$
-	$	$	$	$	$
Non-Vehicle Maintenance & General Overhead					
Physicals/Drug Testing	$	$	$	$	$
Uniforms	$	$	$	$	$
Licenses/Subscriptions	$	$	$	$	$
Office Materials/Supplies	$	$	$	$	$
Performance Bond	$	$	$	$	$
Profit	$	$	$	$	$
Other Overhead (Specify Category)					
-	$	$	$	$	$
-	$	$	$	$	$
-	$	$	$	$	$
Additional Costs (specify the reason for each cost)					
-	$	$	$	$	$
- END OF FORM G -					

FORM H – GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant will provide the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

2. To the best of its knowledge and belief, its Principals and Subrecipients at the first tier:

   a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

      1. Debarred
      2. Suspended
      3. Proposed for debarment
      4. Declared ineligible
      5. Voluntarily excluded
      6. Disqualified

   b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

      1. 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,
      2. Violation of any Federal or State antitrust statute, or
      3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property

   c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

   d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

   e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to the Authority and the FTA,

   f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

      1. Equals or exceeds $25,000,
      2. Is for audit services, or
      3. Requires the consent of a Federal official, and

   g. It will require that each covered lower-tier contractor and subcontractor:

      1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
      2. Assure that each lower-tier participant in its Project is not presently declared by any Federal department or agency to be:
         a. Debarred from participation in its federally funded Project,

b. Suspended from participation in its federally funded Project,
c. Proposed for debarment from participation in its federally funded Project,
d. Declared ineligible to participate in its federally funded Project,
e. Voluntarily excluded from participation in its federally funded Project or
f. Disqualified from participation in its federally funded Project and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first-tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Signature of Proposer's Authorized Official: _____

Name of Proposer's Authorized Official: _____

Title of Proposer's Authorized Official: _____

Date: _____

-End of Form H-

FORM I – WORKFORCE RETENTION DECLARATION

Labor Code section 1070 et seq. applies to this procurement. Each Proposer shall complete and submit this form with its Proposal. A Proposer that declares it will retain the employees of the prior contractor receives the workforce retention preference described in RFP Section 2.21.

Declaration

In performing the Agreement, the Proposer and its subcontractors, if any, declare that they:

☐ WILL

☐ WILL NOT

retain the employees of the prior contractor and its subcontractors, as defined in Labor Code section 1071, except for reasonable and substantiated cause, for a period of at least ninety (90) days.

Obligations if the Proposer declares it WILL retain employees

A Proposer that declares it will retain such employees, and is awarded the Agreement, is responsible for the duties in Labor Code section 1072, including:

(a) offering employment in writing to each employee to be retained;

(b) if fewer employees are needed than were employed by the prior contractor, retaining employees by seniority within each job classification; and

(c) complying with Agreement Sections 32 (Transition) and 33 (Labor Code Section 1070 Compliance) of the Sample Agreement.

The Proposer understands that the Authority may verify compliance and that failure to comply after declaring retention is a default under the Agreement.

Submitted by:

Proposer (company name)	
Name of authorized signer	
Title	
Signature	
Date	

– End of Form I –

FORM J – EXCEPTION FORM

Proposers must submit any requested exceptions to the Agreement on this Form submitted with their Proposal. Authority may reject any exception.

Each Proposer shall submit this form with its Proposal, even if it has no exceptions.

☐ The Proposer takes no exceptions to the RFP or the Agreement.

☐ The Proposer takes the exceptions listed below.

No.	Section	Exception	Proposed revised language
1			
2			
3			
4			

Attach additional pages if needed, using the same format.

The Proposer agrees that, except for the exceptions listed above, it will sign the Agreement in Division 4 of the RFP as issued, including all addenda.

Submitted by:

Proposer (company name)	
Name of authorized signer	
Title	
Signature	

– END OF FORM J –

FORM K - SUBSTANCE ABUSE PROGRAM AFFIDAVIT

The undersigned, on behalf of the Proposer, certifies that:

(a) The Proposer has in place, or has contracted with a third party to administer, a drug and alcohol testing program that complies with 49 C.F.R. Part 655 and 49 C.F.R. Part 40.

(b) The program covers all employees and subcontractor employees who will perform safety-sensitive functions under the Agreement, as defined in 49 C.F.R. 655.4.

(c) The program includes a written policy, education and training, an employee assistance program, record keeping, inquiries to prior employers, and pre-employment, reasonable suspicion, random, post-accident, and return-to-duty and follow-up testing for drugs and alcohol.

(d) If awarded the Agreement, the Proposer will maintain the program for the term of the Agreement, provide the verifications, certifications and reports required by Division 5, Section 3.18, and make its program records available to the Authority, FTA and the State.

Program administration

Program administered by	☐ Proposer ☐ Third-party administrator
Third-party administrator name (if any)	
Program contact name and title	
Program contact phone and email	

Attach a copy of the Proposer's drug and alcohol policy.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Submitted by:

Proposer (company name)	
Name of authorized signer	
Title	
Signature	
Date	

– End of Form K –

FORM L – REFERENCE FORM

Provide three (3) references for transit operations or maintenance services the Proposer provided within the past ten (10) years. Use one form for each reference. Do not list the Yuba-Sutter Transit Authority as a reference. The Authority may contact any reference and may consider information from other sources.

Reference No. ____

Client agency name	
Client address	
Contact name and title	
Contact phone and email	
Description of services (fixed route, demand response, commuter, rural, microtransit; operations, maintenance or both)	
Number of peak vehicles	
Annual contract value	
Contract start and end dates	
Status	☐ Ongoing ☐ Expired ☐ Terminated
If terminated, reason	
Any litigation, claim, or settlement under the contract (describe status)	

Submitted by:

Proposer (company name)	
Name of authorized signer	
Title	
Signature	
Date	

– End of FORM L –

FORM M – FAITHFUL PERFORMANCE BOND

(Not required to be submitted with proposals, only required from the awarded proposer)

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the YUBA SUTTER TRANSIT AUTHORITY, hereinafter designated as "AUTHORITY," has awarded to _____, hereinafter designated as the "Principal," an Agreement for Operation and Maintenance of Fixed-Route, Demand Response, Commuter & Rural Route Deviation Public Transit Services; and

WHEREAS, said Principal is required under the terms of said Agreement and the Scope of Work therefore to furnish a bond of faithful performance of said Agreement,

NOW, THEREFORE, we, the Principal, and _____, as a California-admitted Surety, are held and firmly bound unto the said AUTHORITY in the penal sum of One Million Dollars ($1,000,000), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the AUTHORITY, shall promptly and faithfully perform the covenants, conditions and agreements in the Agreement during the original term and any extensions thereof as may be granted by the AUTHORITY, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the AUTHORITY as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the AUTHORITY to be in default under the Agreement, Surety shall promptly remedy the default, or shall promptly do one of the following at the AUTHORITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to the AUTHORITY, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse the AUTHORITY for all costs the AUTHORITY incurs in completing the Agreement, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Agreement.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the AUTHORITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the AUTHORITY or its successors or assigns.

In the event suit is brought upon this bond by the AUTHORITY, Surety shall pay reasonable attorney's fees and costs incurred by the AUTHORITY in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Principal

By:_____

Note: To be signed by Principal and Surety, and the signature of the individual signing for Surety shall be notarized, and evidence of power of attorney attached.

By:_____

_____
Surety

_____
Address of Surety

BOND ACKNOWLEDGMENT FOR

SURETY'S ATTORNEY-IN-FACT

A notary public or other officer completing this certificate verifies only the identity ofthe individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

COUNTY OF_____)

On this_____day of_____, 20____,

before me,_____(name), a Notary Public for said County, personally appeared_____(name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of_____, and acknowledged to me that he/she subscribed the name of_____thereto as principal, and his/her own name as attorney in fact.

_____Notary Public

SEAL

-End of Form M-

FORM N – SAMPLE IRREVOCABLE STANDBY LETTER OF CREDIT

(Not required to be submitted with proposals)

NOTE: SAMPLE FORMAT ONLY. ORIGINAL LETTER MUST BE ON THE FINANCIAL INSTITUTION'S LETTERHEAD FROM WHICH IT IS DRAWN.

Date: _____

Yuba-Sutter Transit Authority
2100 B Street
Marysville CA 95901

Re: Irrevocable Standby Letter of Credit No._____

Executive Director:

We hereby issue in favor of the Yuba-Sutter Transit Authority (AUTHORITY) this Irrevocable Standby Letter of Credit for the account of _____, a _____

_____ (*insert nature of organization, whether sole proprietorship, partnership, corporation, etc.*), in the amount of One Million Dollars, ($1,000,000), which is available upon your demand when accompanied by a signed statement from an officer of the Yuba-Sutter Transit Authority, stating that:

> "The amount drafted is due to the Yuba-Sutter Transit Authority because of the failure of _____ to perform any obligation under the Transit Operations Agreement awarded under RFP #06-26, or to furnish or maintain the bond or insurance required by that Agreement for the AUTHORITY Operation and Maintenance of Fixed-Route, Demand Response, Commuter & Rural Route Deviation Public Transit Bus Services, RFP #06-26. We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before 20XX."

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600

Sincerely,

_____
(Name of financial institution)

By:_____ Title:_____
(Signature)

-End of Form N-

DIVISION 4 – SAMPLE AGREEMENT AND ATTACHMENTS

Sample Agreement, Attachments

Attachment A – Federal Terms and Conditions

Attachment B – Data Security, Data Privacy and Cloud Software Requirements

Attachment C – Fleet Inventory

YUBA-SUTTER TRANSIT AUTHORITY *SAMPLE* TRANSIT OPERATIONS AGREEMENT

This AGREEMENT is made this_____day of_____, 2027, by and between the YUBA- SUTTER TRANSIT AUTHORITY, hereinafter referred to as "AUTHORITY" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, on_____, 2027, the AUTHORITY Board of Directors authorized the release of a Request for Proposals (RFP) for the operation and maintenance of specified transportation services; and,

WHEREAS, CONTRACTOR submitted a proposal dated_____, 2027 in response to the said RFP to provide such services in the method and manner and for the costs set forth in the proposal, subsequent clarifications and the "Best and Final Offer" dated _____, 20__; and,

WHEREAS, AUTHORITY has determined that CONTRACTOR has the management and technical personnel, expertise and other useful assets of sufficient quantity and quality to provide AUTHORITY's transportation services; and,

WHEREAS, the subject RFP is attached to this agreement as _____ and CONTRACTOR's proposal including the "Best and Final Offer" is attached as _____ and both are by this reference made a part of this agreement;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties, the parties do agree as follows:

1. PURPOSE OF AGREEMENT.

AUTHORITY hereby contracts with CONTRACTOR to operate and maintain specified transportation services upon the terms and conditions hereinafter set forth.

2. TERM OF AGREEMENT.

(a) **Term:** Subject to the terms and conditions of this agreement, the term of this base agreement shall be from October 1, 2027, through June 30, 2032. Following the initial nine (9) month contract period running from October 1, 2027, through June 30, 2028, subsequent contract periods shall be twelve (12) months in length, running from July 1 through June 30 of the following year to correspond to the Authority's fiscal year.

(b) **Month-to-Month Extensions:** Upon completion of the term of this agreement, including any option term described below, AUTHORITY may, at its sole discretion, extend the term of this agreement on a month-to-month basis up to a maximum of six (6) months. AUTHORITY shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this agreement. The compensation rates in effect during the last monthly period of the full term of

this agreement or any option terms as applicable shall remain in effect during any such extensions.

(c) **Option Terms:** AUTHORITY, at its sole discretion, may extend this agreement for up to two option terms of two years each for a maximum contract term, including the initial term, of eight years and nine months (through "06/30/2036"). In the event that either or both of the two, two-year option periods are exercised by the AUTHORITY, the rates of Contractor compensation for each year of such option period commencing July 1st, shall be administratively adjusted by applying the percentage change (rounded to two decimal places) in the Consumer Price Index – All Urban Consumers U.S. City Average All Items (Series ID CUUR0000SA0) for the twelve-month period ending the preceding December 31st (i.e. preceding calendar year), providing that the adjustment shall not be less than two percent (2%) nor greater than four percent (4%).

(d) AUTHORITY shall notify CONTRACTOR of the decision to exercise an optional term on or before " _____ " for the initial two year option and by " _____ " for the second two year option. All service provided by CONTRACTOR during any option period shall be in strict compliance with the terms and conditions of this agreement as it may be amended from time to time. AUTHORITY is under no obligation to exercise any option term.

3. SCOPE OF WORK.

CONTRACTOR shall provide the transportation services set forth in " _____ " entitled "Scope of Work" attached and by this reference made a part of this agreement. Such services shall continue to be provided by CONTRACTOR until the "Scope of Work" is amended pursuant to the terms and conditions of this agreement.

4. MAXIMUM OBLIGATION.

AUTHORITY agrees to compensate CONTRACTOR for the services performed in accordance with this Agreement, subject to any price adjustments expressly provided for under the operational terms of this Agreement. The maximum cost to be paid by AUTHORITY to CONTRACTOR shall not exceed $_____ in the Initial Service Period; $_____ in Base Year One; $____ in Base Year Two; $____ in Base Year Three; and, $__ in Base Year Four based on the services specified in " _____ " .

5. PRICE FORMULA.

AUTHORITY agrees to pay CONTRACTOR for performance of the services set forth in this agreement as follows:

(a) Payment of a Fixed Monthly Fee of $ ____ per month in the Initial Service Period; $_____ per month in Base Year One; $_____ per month in Base Year Two; $__ per month in Base Year Three; and $_____ per month in Base Year Four.

(b) Payment of a Hourly O&M Service Rate per Actual Vehicle Hour of $_____ in the Initial Service Period; $_____ in Base Year One; $_____ in Base Year Two; $_____ in Base Year Three; and $_____ in Base Year Four. A compensable Actual Vehicle Hour is defined as the hours that a vehicle travels while in revenue service plus

deadhead hours. Actual Vehicle Hours shall be deemed to have commenced when a vehicle leaves the AUTHORITY's storage yard to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator breaks, lunches, or fueling. Actual Vehicle Hours shall terminate when a vehicle returns to the AUTHORITY's storage yard prior to any cleaning, servicing, or fueling of the vehicle. The Hourly O&M Service Rate shall include vehicle operator labor and fringe benefits, vehicle parts and supplies, vehicle cleaning materials and supplies, lubricants and fluids (exclusive of fuel), and other variable costs incurred based on the actual level of the service provided. The Hourly O&M Service Rate shall be multiplied by the number of compensable Actual Vehicle Hours operated during the applicable month to determine the variable monthly O&M Service compensation.

(c) Compensation for those items and services provided by AUTHORITY and which are specified in " _____" shall not be included in the fully burdened Service Fees/Rates as defined above. Such items and services include, but are not limited to diesel fuel; gasoline used in service vehicles; tires; tire mounting; radios including connection fees and service agreements; vehicles; licenses for radios and vehicles; routine maintenance of radios; major facility furnishings; telephone system, building security, office copy machine; all major vehicle components which are engines, transmissions, differentials, and design retrofits; and office, garage and parking facilities.

(d) The Fixed Monthly Insurance Rate for each vehicle type shall be multiplied by the number of vehicles of that type assigned to the CONTRACTOR during the applicable month. The sum of the resulting amounts for all vehicle types shall constitute the total monthly insurance payment, subject to the terms and conditions of this Agreement.

Additionally, AUTHORITY shall provide all marketing, tickets, passes, brochures, and related collateral service materials.

6. EXTRA SERVICES.

Special promotional and community services shall be considered extra services and will be provided only with the authorization of AUTHORITY and the mutual consent of the CONTRACTOR. Such services shall be defined as those non-permanent actual vehicle hours operated outside of the services identified in " _____" . Extra services shall be considered a change to this agreement as defined herein and shall be in excess of the maximum price defined in Paragraph 4. The costs for extra services will be determined at a rate per actual vehicle hour of $____ in the Initial Service Period; $_____ in Year One; $ _____ in Year Two; $_____ in Year Three; and $_____ in Year Four and billed separately from the services specified in " _____" .

7. INSURANCE.

(a) Throughout the term of this Agreement, CONTRACTOR shall procure and maintain a comprehensive general liability insurance policy providing TEN MILLION DOLLARS ($10,000,000) per occurrence with a total policy limit of TEN MILLION DOLLARS ($10,000,000) combined single limit bodily injury and property damage coverage. Said policy shall include coverage for premises (specifically including dangerous condition of public property as well as coverage for the facility and property provided by AUTHORITY for CONTRACTOR's use during

the term of this contract), personal injury, and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance (vehicle liability and vehicle damage insurance shall be provided pursuant to Paragraph (b), below). CONTRACTOR shall name the AUTHORITY and each of its member jurisdictions or other parties as required by AUTHORITY, including their officers, employees and agents, as additional insureds on said policy. CONTRACTOR shall cause such additional insureds to be added to its policy of insurance by way of an endorsement which endorsement shall be a CG 20 10 11/85 or equivalent additional insured endorsement. (The **ADDITIONAL INSURED ENDORSEMENT**) The **ADDITIONAL INSURED ENDORSEMENT** shall not be an omnibus endorsement, but shall specifically and directly name each additional insured. Such **ADDITIONAL INSURED ENDORSEMENT** will explicitly include coverage for the additional insureds for both ongoing and completed operations so long as the liability of an additional insured arises out of the work of the named insured, or so long as an additional insured's liability arises out of the named insured's performance of this Agreement. The **ADDITIONAL INSURED ENDORSEMENT** shall not contain any provisions which limit or restrict coverage for the additional insureds beyond the extent set forth above. Any insurance carrier providing insurance called for in this section shall be from a California-admitted carrier and have a minimum rating of A.M. Best Rated A, or better. Any self-insured retention shall be declared by CONTRACTOR and approved in writing by the AUTHORITY. With respect to any self-insured retention, the coverage provided for the AUTHORITY, its member jurisdictions, and other parties required by the AUTHORITY shall be equal and identical to the coverage of the CONTRACTOR. CONTRACTOR shall provide written documentation to the AUTHORITY that establishes that as to any self-insured retention, the additional insured parties shall have coverage to the same extent as the CONTRACTOR. CONTRACTOR shall provide the AUTHORITY with the **ADDITIONAL INSURED ENDORSEMENTS** required by this paragraph within thirty (30) days of the Notice of Contract Award and, upon request, a copy of the entire policy of insurance. Such policy or policies of insurance shall provide that they may not be cancelled without at least 30 days written notice to AUTHORITY. CONTRACTOR shall provide AUTHORITY a copy of the current policy of insurance and all endorsements, as well as documentation for coverage under any self-insured retention, within ten (10) days of receiving such a request from AUTHORITY).

(b) VEHICLE INSURANCE

- Vehicle Liability. CONTRACTOR shall provide AUTHORITY with vehicle liability insurance in the amount of TEN MILLION DOLLARS ($10,000,000) per occurrence with a total policy limit of TEN MILLION DOLLARS ($10,000,000) combined single limit for bodily injury and property damage.

- Auto Physical Damage. CONTRACTOR shall maintain collision and comprehensive physical damage insurance covering all revenue and non-revenue vehicles owned by AUTHORITY and in the care, custody, or control of CONTRACTOR, including buses. The insurance shall provide coverage on a replacement cost basis, if available from the insurer. If replacement cost coverage is not available, CONTRACTOR shall provide written notice to AUTHORITY, and the coverage shall be written on an agreed value basis. The deductible shall not exceed TEN THOUSAND DOLLARS ($10,000) per vehicle. Any deductible will be the responsibility of CONTRACTOR.

- CONTRACTOR shall name AUTHORITY and each of the member jurisdictions, or other parties as required by AUTHORITY, including their officers, employees and

agents, as additional insured on said policy and shall furnish AUTHORITY with evidence of insurance within 30 days of the notice of contract award. Such policy or policies shall provide that they may not be cancelled without at least thirty (30) days written notice to AUTHORITY. CONTRACTOR shall provide AUTHORITY a copy of the current policy of insurance and all endorsements within ten (10) days of receiving such a request from AUTHORITY.

(c) PROPERTY INSURANCE. CONTRACTOR shall maintain property insurance, special form coverage including theft and excluding earthquake, in an amount not less than the replacement cost of (1) CONTRACTOR's property and equipment used in performing this Agreement and (2) AUTHORITY-owned property and equipment in the care, custody, or control of CONTRACTOR, The policy shall name AUTHORITY as loss payee as its interests may appear and shall waive subrogation against AUTHORITY. CONTRACTOR's general liability policy shall also provide damage to premises coverage of not less than $10,000,000 per occurrence for premises and facilities provided by AUTHORITY.

(d) COMMERCIAL CRIME INSURANCE and 3RD PARTY FIDELITY COVERAGE. During this Agreement, CONTRACTOR shall maintain Commercial Crime Insurance, including Third-Party Employee Dishonesty, Forgery or Alteration, and Computer Fraud coverage, with a minimum limit of $1,000,000 per loss. Coverage must explicitly extend to losses sustained by AUTHORITY caused by the dishonest or fraudulent acts of the CONTRACTOR'S personnel, temporary workers, or subcontractors, whether acting alone or in collusion with others, while on AUTHORITY'S premises or accessing AUTHORITY systems and funds. The policy shall include a Loss Payee endorsement in favor of AUTHORITY and must be underwritten by an insurer with an AM Best rating of A- VII or better, unless otherwise acceptable to the AUTHORITY.

(e) CYBER LIABILITY INSURANCE. During this Agreement, CONTRACTOR shall maintain Cyber Insurance, with limits not less than in the amount of Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

(f) TECHNOLOGY PROFESSIONAL LIABILITY ERRORS and OMISSIONS. To the extent that CONTRACTOR provides software, hardware, software or system development, consulting services, or Internet/Application Service Provider services (e.g., outsourced functions such as web-hosting), Technology Professional Liability Errors and Omissions Insurance coverage in an amount not less than Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate and cover all sums the CONTRACTOR shall be legally obligated to pay because of claims for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of CONTRACTOR'S products or services. If the policy is written on a claims made basis, the retroactive date must be on or before the commencement of the Services and the coverage must remain in force for a period of at least three (3) years following

the termination of the Services.

(g) The CONTRACTOR shall provide evidence of the CONTRACTOR's Pollution Legal Liability coverage which is valid for the term of the Agreement in the amount of Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate, and name the AUTHORITY, its Directors, Officers, employees and agents as additional insureds under this policy.

(h) CONTRACTOR may satisfy the limits required by Paragraphs (a) through (g) through any combination of primary and umbrella or excess liability policies, provided that each policy complies with the requirements of this Section 7. Umbrella and excess policies shall follow the form of the underlying policies, shall apply in excess of the required underlying general liability, automobile liability, and employer's liability coverage, and shall name AUTHORITY, its member jurisdictions, and their officers, employees, and agents as additional insureds. Such policies shall be primary to, and shall not seek contribution from, any insurance or self-insurance maintained by AUTHORITY.

(i) Regarding these coverages: (1) CONTRACTOR shall reimburse AUTHORITY for any and all losses within the deductible and, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys, and any other fees associated with a claim. (2) The policy shall contain a Joint Loss Payee endorsement naming AUTHORITY.

(j) Should, at any time, any of the insurance policies required by this Agreement be unsatisfactory to AUTHORITY, at its sole discretion, CONTRACTOR shall promptly obtain a new policy and submit the same to AUTHORITY. Upon failure of CONTRACTOR to furnish, deliver, or maintain any insurance and endorsements as required by this Agreement, at the election of AUTHORITY, this Agreement may be immediately terminated as provided herein. Failure of CONTRACTOR to obtain and maintain any required insurance shall not relieve CONTRACTOR of any liability under this Agreement (and CONTRACTOR may be answerable to AUTHORITY for damages or any other remedy on account of such breach) nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification.

(k) All insurance provided by CONTRACTOR shall be primary and non-contributory for any claims related to this contract, with coverage at least as broad as ISO CG 20 01 12 19 as respects the AUTHORITY, its officers, officials, employees, and volunteers and any insurance or self-insurance maintained by the AUTHORITY and its member jurisdictions shall be excess of CONTRACTOR's insurance and shall not contribute to it.

(l) CONTRACTOR's failure to provide the insurance required by this section, or CONTRACTOR's submission of insurance policies, endorsements and other documentation (whether or not such documentation is "accepted" by AUTHORITY) shall not waive or satisfy the CONTRACTOR's obligation to provide AUTHORITY with the insurance required by this Agreement if it has failed to do so. Should CONTRACTOR fail to provide insurance in the form and amount specified by this Agreement, CONTRACTOR shall be directly liable to AUTHORITY to provide it with both a defense and indemnity for any losses which AUTHORITY incurs to the extent such losses would have been covered by insurance as is specified in this Agreement. Notwithstanding the above, CONTRACTOR shall not be required to indemnify AUTHORITY from loss or liability to the extent such loss or liability arises from the sole negligence or willful

misconduct of AUTHORITY, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction.

(m) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements as set forth above and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The defense and indemnifications of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. All deductibles and self-insured retentions (SIR) must be disclosed to the AUTHORITY for approval and shall not reduce the limits of the liability. Policies containing any SIR provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the AUTHORITY. The AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsement coverage under this Agreement. Failure to exercise this right shall not constitute a waiver of the right to exercise it later.

8. WORKERS' COMPENSATION.

CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions and furnish AUTHORITY with a Certificate of Insurance before commencing the performance of this agreement. Furthermore, CONTRACTOR shall indemnify AUTHORITY, its officers and employees, for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this provision or which arise out of any job related injury, including third party claims against AUTHORITY by CONTRACTOR'S or subcontractor's employees. The indemnification provisions of this paragraph shall survive the termination of this agreement or any extensions thereof.

9. INDEMNIFICATION.

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold AUTHORITY (and AUTHORITY's member jurisdictions) and its representative officers, directors, employees and agents free and harmless from and against any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind, including reasonable fees of attorneys and expert witnesses, to the extent they arise out of or are in any way connected with the performance of this Agreement by AUTHORITY, its agents, directors or employees, or by CONTRACTOR, its agents, directors or employees, whether such claims, liens, demands, damages, losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage or upon any other legal or equitable theory whatsoever. If any judgment is rendered against the AUTHORITY, or a settlement is negotiated, the CONTRACTOR will, at its expense, satisfy and discharge the same. If a settlement is negotiated with respect to any Claims, CONTRACTOR shall not commit nor agree to any settlement without the AUTHORITY's consent, such consent not to be unreasonably delayed.

CONTRACTOR agrees, at its own expense with counsel selected by CONTRACTOR and approved by the AUTHORITY (such approval not to be unreasonably withheld, conditioned, or delayed), to defend any claim, suit, action or demand brought against AUTHORITY on any injury, loss or liability, actual or alleged, covered herein, and to pay all charges of attorneys and all other

costs and expenses of defense as they are incurred. In the event that representation of CONTRACTOR and AUTHORITY by the same counsel would be a conflict of interest for such counsel, AUTHORITY may select independent counsel without relieving CONTRACTOR of its obligations of indemnification and defense as set forth above.

Notwithstanding this defense obligation, CONTRACTOR shall not be required to indemnify AUTHORITY from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of AUTHORITY, its agents, directors and employees. CONTRACTOR shall provide the AUTHORITY with, and pay all charges of attorneys and all other costs for, a defense until a determination has been made by a court of competent jurisdiction that the loss or liability arises from the sole negligence or willful misconduct of AUTHORITY. CONTRACTOR's indemnity and defense obligations survive termination or expiration of this Agreement.

10. PERFORMANCE BOND.

Upon execution of the Agreement, the Contractor shall furnish, at its own expense, a Performance Bond in a form satisfactory to the Authority (see Division 3 Proposal Forms, Form M – Faithful Performance Bond) as a guarantee of good faith on behalf of the Contractor that the terms of this contract shall be complied with in every particular. This Performance Bond shall be in the amount of $1,000,000 issued by an admitted surety insurer authorized to transact surety business within the State of California. Alternatively, the Contractor may provide the Authority with a Certified or Cashier's Check from a solvent bank or an Irrevocable Standby Letter of Credit (see Division 3 Proposal Forms, Form N – Sample Irrevocable Standby Letter of Credit) issued by a financial institution acceptable to the Authority for the required amount. The Performance Security shall remain in full force and effect for the entire term of the contract, including option terms if exercised. Contractor must obtain the Authority's written consent to any substitution of surety, and the Authority reserves the right to reject a proposed substitution. Proposer must include with its proposal a letter from a surety providing evidence that the Proposer has the ability to obtain the required performance security.

11. INVOICES.

(a) All fixed fees and hourly costs shall be invoiced to AUTHORITY monthly following the monthly service provided. Said invoices shall specify the dates of service and the number of actual vehicle hours claimed. Hourly costs shall be directly traceable by driver trip sheets, employee timecards, or other documentation deemed necessary by the AUTHORITY, copies of which will be submitted to AUTHORITY monthly with each invoice.

(b) The Hourly O&M Monthly Fixed Service Rate and applicable insurance rates shall be invoiced monthly following the applicable service month. All reports and submissions required under this Agreement and applicable to the invoiced Services shall be accurately completed and submitted to the AUTHORITY prior to payment of the applicable monthly invoice. Payment of the applicable monthly invoice is contingent upon CONTRACTOR's timely submission of all required reports and deliverables applicable to the invoiced Services.

(c) Any extra services provided under this agreement shall be invoiced separately following the provision of such services. Copies of all appropriate passenger and service logs shall be attached to each extra service invoice prior to payment.

12. PAYMENT.

All payments by AUTHORITY to CONTRACTOR shall be made in arrears. Payment shall be made by AUTHORITY no more than thirty (30) days from receipt of an invoice. Payment of invoices will be made on a monthly basis. If AUTHORITY disputes any item on an invoice for a reasonable cause, AUTHORITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days of the receipt of the invoice by AUTHORITY. AUTHORITY shall assign a sequential reference number to each such deletion. Payments shall be by voucher or check payable to and mailed first-class to:

[INSERT CONTRACTOR NAME & MAILING ADDRESS]

AUTHORITY may withhold payment of any amount attributable to services that are not performed in accordance with this Agreement. AUTHORITY shall give CONTRACTOR written notice of the amount withheld and the reasons within ten (10) days after the withholding. CONTRACTOR may dispute the withholding under Section 28(m). AUTHORITY shall not withhold amounts for undisputed services. CONTRACTOR will continue to perform all services while the dispute is being resolved.

13. OPERATING REVENUES.

All operating revenues collected by CONTRACTOR are the property of AUTHORITY. Operating revenues include, but are not limited to, all fares and the proceeds from the sale of tickets and passes. Operating revenues shall be counted and kept separately under appropriate security. Within one working day from collection, unless otherwise agreed upon, CONTRACTOR shall deposit fares at a banking institution as directed by AUTHORITY. Reports on the revenues collected and deposited shall be provided to AUTHORITY on a timely basis. AUTHORITY shall be provided with a written description of CONTRACTOR'S procedures regarding the collection, counting and controlling of fare revenues. These procedures are subject to AUTHORITY'S approval.

14. CONTROL.

(a) Authority Control of Services. All services under this Agreement are subject to the policy control of AUTHORITY, including routes, schedules, service levels, service standards, fares, and the approval of personnel as provided in this Agreement and Division 5. CONTRACTOR shall advise AUTHORITY of matters of importance and make recommendations when appropriate; however, final authority over the services rests with AUTHORITY. Except as provided in this Agreement, CONTRACTOR shall manage and perform the services.

(b) Contractor as Sole Employer. CONTRACTOR is the sole employer of all personnel performing the services. CONTRACTOR is solely responsible for all decisions regarding the hiring, supervision, scheduling, discipline, compensation, benefits, promotion and termination of its personnel, and for compliance with all employment laws and any applicable collective bargaining agreement. AUTHORITY shall not direct the discipline or termination of any CONTRACTOR employee and shall not interfere with the management of CONTRACTOR’s internal business affairs. AUTHORITY may advise CONTRACTOR of the performance or conduct of any individual that affects the services.

(c) Removal from Assignment. Notwithstanding subsection (b), AUTHORITY may, in its sole discretion and for any lawful reason, require CONTRACTOR to remove any individual from

assignment to the services and from AUTHORITY property. CONTRACTOR shall promptly replace that individual with a qualified person who meets the requirements of this Agreement and Division 5. A request under this subsection is a decision about who may perform services for AUTHORITY. It does not require CONTRACTOR to terminate the individual's employment, and any employment action CONTRACTOR takes is CONTRACTOR's decision alone.

(d) No Employment Relationship. AUTHORITY's exercise of its rights under this Agreement, including its approval of personnel and its rights under subsection (c), does not create an employment or joint employment relationship between AUTHORITY and any CONTRACTOR personnel. CONTRACTOR shall defend, indemnify and hold harmless AUTHORITY and its directors, officers, employees and agents from any claim, demand or liability asserting that AUTHORITY is the employer or joint employer of any CONTRACTOR personnel, or arising from any employment action CONTRACTOR takes, except to the extent caused by AUTHORITY directly disciplining or terminating a CONTRACTOR employee in violation of subsection (b).

15. CONTRACT ASSIGNMENT.

This agreement shall not be sold, assigned, transferred, conveyed or encumbered by CONTRACTOR without the prior written consent of AUTHORITY. CONTRACTOR shall not sell or otherwise transfer its interest in this agreement without prior written notification to AUTHORITY. Upon receiving such notification from CONTRACTOR, AUTHORITY may, at its sole discretion, decide to exercise its right to terminate this agreement. Subject to this provision, the agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

16. RESOLUTION OF FEDERAL COMPLIANCE ISSUES.

If a question arises during performance concerning compliance with applicable federal requirements, the parties shall work in good faith to resolve the matter in accordance with applicable federal requirements and the terms of this Agreement. Unless otherwise directed in writing by AUTHORITY, CONTRACTOR shall continue performance under this Agreement while the matter is being reviewed or resolved.

17. STOP WORK.

AUTHORITY may stop work on AUTHORITY'S transportation system upon forty-eight (48) hours written notice to CONTRACTOR. AUTHORITY shall be liable for all relevant costs incurred prior to the stop-work period and for restart, if any. When exercising this provision, AUTHORITY shall be obligated for the costs of severance for personnel assigned to AUTHORITY'S transportation system in accordance with the published policy and procedures of CONTRACTOR, a copy of which shall be provided to AUTHORITY upon request. Additionally, the cost associated with operations and facilities close down, shall be the obligation of AUTHORITY. CONTRACTOR shall make all reasonable efforts to minimize costs to AUTHORITY.

18. RIGHTS UPON TERMINATION OR EXPIRATION AND WAIVER OF CLAIMS.

Upon expiration or earlier termination of this agreement, AUTHORITY shall have the right to provide the services by means of its own employees or pursuant to contract with other carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against AUTHORITY based upon AUTHORITY'S operation, or contracting for the operation, of the service, or any portion of it. CONTRACTOR shall also waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 USC Sec. 1602(e)), as it now exists or hereafter may

be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of the law. Having entered into this agreement shall not be the sole reason whereby the CONTRACTOR shall be inhibited, penalized, or disqualified from submitting proposals for subsequent transportation, management, and operation programs under the jurisdiction of AUTHORITY.

19. CHANGES.

AUTHORITY, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both AUTHORITY and CONTRACTOR. The AUTHORITY reserves the right to direct AVH up to twenty percent (20%) above or below the applicable AVH baseline without adjustment or renegotiation of the CONTRACTOR's Hourly O&M Service Rate and Fixed Monthly Service Fee. The projected AVH shall serve as the baseline during the Initial Term and first Base Year, prorated as applicable to the Initial Term. Beginning with the second Base Year, the preceding calendar year's actual AVH, measured from January 1 through December 31, shall serve as the baseline. If actual AVH during that calendar year exceeds or falls below the applicable baseline by more than twenty percent (20%), the CONTRACTOR may submit a written request for negotiations in January of the following year regarding an adjustment to the Hourly O&M Service Rate and/or Fixed Monthly Service Fee for the Contract Period beginning the following July 1st. Any adjustment shall be subject to mutual agreement and shall not be effective unless approved in writing by the AUTHORITY.

20. MODIFICATION OF AGREEMENT.

This writing constitutes the entire agreement between the parties relative to the subject matter of this agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement. There are no understandings, agreements or conditions with respect to the subject matter of this agreement except those contained in this writing.

21. NOTICES.

All notices required to be given with respect to this agreement shall be in writing and mailed first class, postage prepaid to the persons named below or at such addresses as the parties may file with each other for such purpose.

If to CONTRACTOR:

Copy To:

If to AUTHORITY: Executive Director
Yuba-Sutter Transit
2100 B Street
Marysville, CA 95901

22. PROPRIETARY RIGHTS.

All inventions, improvements, discoveries, proprietary rights, copyrights and patents made by CONTRACTOR under this agreement shall be made available to AUTHORITY with no royalties,

charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to AUTHORITY at no charge but shall be owned by CONTRACTOR and shall not be disclosed, or released by AUTHORITY without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this agreement for specific use in AUTHORITY'S system shall become the property of AUTHORITY. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers and other formal publications shall be approved by AUTHORITY prior to release.

23. EMERGENCY PROCEDURES.

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from AUTHORITY is intact, CONTRACTOR shall follow instruction of AUTHORITY. If the normal line of direct authority is broken, and for the period it is broken, CONTRACTOR shall make best use of transportation resources following, to the degree possible, the direction of an organization such as the Yuba or Sutter County Office of Emergency Services, the police, Red Cross, or National Guard, which appears to have assumed responsibility within AUTHORITY'S service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR'S actual costs. Reimbursement for such major emergency services shall be over and above the "Maximum Obligation" of this contract. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

24. ACCESS TO RECORDS (AUDIT AND INSPECTION).

(a) In accordance with 2 C.F.R. 200.337 CONTRACTOR shall permit the AUTHORITY, the FTA Administrator, the Comptroller General of the United States, the California State Controller, and the Sacramento Area Council of Governments or any of their authorized representatives access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Further, CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(b) CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the AUTHORITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 C.F.R. 200.334.

(c) Audit Adjustments. If an audit determines that CONTRACTOR billed AUTHORITY for services not performed, for costs excluded from the rates, or in amounts not supported by its

records, CONTRACTOR shall refund the overpayment within thirty (30) days after notice, or AUTHORITY may deduct it from amounts due.

25. TRANSFER OF TITLE TO EQUIPMENT.

All equipment, parts and supplies purchased by CONTRACTOR under this agreement, either as a direct charge expense or within the defined scope of services, shall become the property of AUTHORITY upon either the payment of the direct charge invoice or the expiration or termination of this agreement for any reason unless otherwise specified in writing. The applicable depreciation schedule and residual value, if any, of such items shall be established prior to the execution of this agreement. CONTRACTOR shall maintain a perpetual inventory of all such equipment and supplies purchased under this and any prior agreement, to be submitted for review on or before August 31 of each year. CONTRACTOR shall be responsible for the replacement of any equipment, parts and supplies purchased or provided, either by AUTHORITY or CONTRACTOR, under this agreement that is lost or unreasonably destroyed while under the control of CONTRACTOR. Notwithstanding any provision of this Contract requiring equipment, materials, or other property used in the performance of the Contract to remain at the AUTHORITY's site or be transferred to a successor contractor, such requirement shall not apply to the personal property of CONTRACTOR employees. CONTRACTOR employees may remove personally owned property, including personal tools, computers, and other personal equipment, from the AUTHORITY's site at any time with the prior approval of the CONTRACTOR's authorized manager. The CONTRACTOR shall ensure that the removal of personal property does not include any AUTHORITY-owned, CONTRACTOR-owned, or Contract-funded property, records, data, equipment, materials, or other assets required for the continued performance of the Contract or transition to a successor contractor.

26. TRANSPORTATION DATA REPORTING.

CONTRACTOR shall report operating and financial data to AUTHORITY in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and with Level "R" of the Uniform Financial Accounting and Reporting Elements as required by the National Transit Database System and the Federal Transit Act of 1964 as both are amended from time to time.

27. PERMITS AND LICENSES.

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including, but not limited to, those that may be required by the California Public Utilities Commission, the California Highway Patrol, the Department of Motor Vehicles and local jurisdictions, to enable CONTRACTOR to perform this agreement. Copies of all such entitlements shall be provided to AUTHORITY when received by CONTRACTOR. In the event that any aspect of this agreement requires prior approval by the PUC, the CONTRACTOR shall submit necessary application forms. Both parties shall appear as necessary and cooperate in the commission approval process. AUTHORITY reserves the right to oppose, support or be neutral on any such request and on the PUC's ruling thereon. CONTRACTOR covenants to obtain all such approvals before commencing operations, and to conform to the PUC ruling thereon, at its sole cost and

expense.

28. MISCELLANEOUS PROVISIONS.

(a) **Interest of Members of or Delegates to Congress**. In accordance with 18 USC, Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit arising therefrom.

(b) **Conflict of Interest**. No employee, officer, director or agent of AUTHORITY shall participate in the selection, award or administration of this agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, or an organization which employs, or is about to employ same, has a financial or other interest in the firm selected for award. No employee, officer, or agent of AUTHORITY shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

(c) **Conflict of Transportation Interests**. The CONTRACTOR shall not divert any revenues, passengers, or other business from AUTHORITY'S project to any taxi or other transportation operation of CONTRACTOR without the written approval of AUTHORITY.

(d) **Conflicting Use**. The CONTRACTOR shall not use any vehicle, equipment, personnel, or other facilities which are dedicated to AUTHORITY for performing services under this agreement for any use whatsoever other than provided for in this agreement without the prior approval of AUTHORITY.

(e) **Fair Employment and Housing Act**. CONTRACTOR shall comply with the requirements of the California Fair Employment and Housing Act.

(f) **Working Conditions**. It shall be a condition of this agreement, and shall be made a condition of each subcontract entered into pursuant to this agreement, that the CONTRACTOR or the subcontractor shall not require any laborer or mechanic employed in connection with the performance of this agreement to work under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).

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

(h) **Taxes/Licenses.** CONTRACTOR shall be responsible for paying any and all federal, state, and local taxes. CONTRACTOR shall also be responsible for securing and paying for any and all business licenses and taxes that may be required for the operation of services within the scope of this agreement.

(i) **Failure to Act.** No action or failure to act by either party shall be a waiver of a right or duty afforded under this agreement, nor shall such action or failure to act constitute a breach of this agreement, except as specifically agreed to in writing.

(j) **Conflict of Interests.** CONTRACTOR shall not divert any revenues, passengers, or other business from Yuba-Sutter Transit to any taxi or other transportation operation.

(k) **Time is of the Essence.** Time is of the essence in this agreement. CONTRACTOR'S failure to deliver goods/services on time shall be a material breach of this contract. If CONTRACTOR fails to deliver goods/services on time, AUTHORITY, at its discretion, may procure those goods/services from another source. If the price paid by AUTHORITY for goods/services procured from another source under this paragraph is higher than the price under this agreement, CONTRACTOR shall pay AUTHORITY the difference between those prices. AUTHORITY may deduct that difference from any amount AUTHORITY owes CONTRACTOR.

(l) **Intelligent Transportation System (ITS).** For all ITS property and services, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and 23 CFR part 655 and 940.

(m) **Governing Law And Disputes**. This Agreement is governed by the laws of the State of California. Venue for any action arising from this Agreement shall be the Superior Court of the State of California, County of Yuba. Before filing any action, a party shall submit the dispute in writing to the other party, and the parties' representatives shall meet within ten (10) days to try to resolve it. If the dispute is not resolved, CONTRACTOR may submit it in writing to AUTHORITY's Executive Director, whose written decision CONTRACTOR may appeal to AUTHORITY's Board of Directors. CONTRACTOR shall continue to perform this Agreement during any dispute. Any claim for money or damages against AUTHORITY is subject to Government Code section 900 et seq.

Subcontracting. CONTRACTOR shall not subcontract any part of the services without AUTHORITY's prior written approval. Subcontractors named in CONTRACTOR's Proposal are approved. CONTRACTOR is responsible for the performance of its subcontractors as if the work were its own. Each subcontract shall include the provisions of Attachment A that apply to subcontracts. CONTRACTOR shall pay its subcontractors as required by Section 41.

29. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this agreement. CONTRACTOR shall hold AUTHORITY harmless from any claims or charges by reason of the CONTRACTOR's or any subcontractor's failure to comply with the applicable laws or any regulations adopted pursuant thereto and shall reimburse AUTHORITY for any fines, damages or expenses of any kind incurred by it by reason of said failure. This paragraph shall survive the termination of this agreement or any extensions thereof.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

Attachment A to this Agreement contains certain Contract Clauses required by DOT to be incorporated into any agreement funded in part by Federal Transit assistance funds. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G are hereby

incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AUTHORITY requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

31. INDEPENDENT CONTRACTOR.

(a) Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venturer of the other. CONTRACTOR is and should be an independent contractor performing services under this agreement for the consideration herein set forth.

(b) CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits. CONTRACTOR, without any cost or expenses to AUTHORITY, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employee and shall indemnify and hold harmless AUTHORITY from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise.

(c) This agreement does not constitute a contract of employment between AUTHORITY and CONTRACTOR or any agents, officers or employees of CONTRACTOR. After the expiration or termination of this agreement, CONTRACTOR'S successor shall be permitted to hire any CONTRACTOR employees previously employed on this program.

32. TRANSITION TO FUTURE OPERATOR.

(a) Employee Lists. Throughout the term, CONTRACTOR shall maintain a current list of all employees performing the services, showing each employee's name, address, date of hire, job classification, wage rate and benefit level, and whether the employee was employed by the prior contractor. CONTRACTOR shall also maintain a list of the prior contractor's employees it did not retain and the reason for each. CONTRACTOR shall give these lists to AUTHORITY within ten (10) days after AUTHORITY's request, and in any event no later than six (6) months before the end of the term and of each option term, with monthly updates after that.

(b) Successor Contractor. If AUTHORITY awards a contract for the services to another contractor, CONTRACTOR shall give the employee list described in subsection (a) to the successor within three (3) working days after AUTHORITY notifies CONTRACTOR of the successor's identity, and shall cooperate with the successor's compliance with Labor Code section 1070 et seq.

(c) Cooperation. For ninety (90) days before and thirty (30) days after the end of this Agreement, CONTRACTOR shall cooperate with AUTHORITY and the successor to ensure an orderly transition without interruption of service, including access to facilities, records, vehicles and equipment.

(d) Final Payment. AUTHORITY may withhold final payment until CONTRACTOR has complied with this Section.

33. LABOR CODE SECTION 1070 COMPLIANCE.
CONTRACTOR shall comply with Labor Code section 1070 et seq. If CONTRACTOR declared on Form I that it will retain the prior contractor's employees, CONTRACTOR shall offer employment in writing to those employees, retain them for at least ninety (90) days except for reasonable and substantiated cause, and, if fewer employees are needed, retain them by seniority within each job classification. CONTRACTOR shall defend, indemnify and hold harmless AUTHORITY and its directors, officers, employees and agents from any claim, action, liability or cost arising from CONTRACTOR's actual or alleged failure to comply with Labor Code section 1070 et seq. These costs are not reimbursable under this Agreement and shall not be included in any rate. This Section survives termination or expiration of this Agreement.

34. SEVERABILITY.

If any provision of this agreement is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this agreement and such remaining provisions shall continue to remain in full force and effect.

35. PRECEDENCE OF CONTRACT DOCUMENTS.

Contract Documents are complementary. If they conflict, the following order of precedence applies, from highest to lowest:
(a) Attachment A (Federal Terms and Conditions);
(b) amendments to this Agreement, the most recent controlling;
(c) this Agreement;
(d) this Agreement's Insurance Requirements;
(e) Attachment B (Data Security, Data Privacy and Cloud Software Requirements);
(f) Attachment C (Fleet Inventory);
(g) Division 5 (Scope of Services);
(h) the RFP, including all Addenda;
and (i) CONTRACTOR's Proposal, including its Best and Final Offer.

36. ADDITIONAL TERMS.

The validity in whole or in part of any provision of this agreement shall not affect the validity of other provisions. Changes hereto shall not be binding upon AUTHORITY except when specifically confirmed in writing by AUTHORITY.

37. LIQUIDATED DAMAGES.

A. Reasonableness of Liquidated Damages. The parties acknowledge that the amount of actual damages resulting from a failure to comply with the requirements of this Section would be difficult to determine at the time of contracting and that the liquidated damages established

herein represent a reasonable estimate of the damages reasonably anticipated to be incurred by AUTHORITY and are not intended as a penalty.

B. Liquidated Damages Categories. AUTHORITY may assess liquidated damages as follows:

a. Required Revenue Service Supplied - If, due to causes within CONTRACTOR's control, CONTRACTOR fails to provide one hundred percent (100%) of the required revenue service for any service day, CONTRACTOR shall be liable for liquidated damages in the amount of $1,000 for each hour of scheduled revenue service missed on said service day. For purposes of this provision, the required revenue service shall be determined as follows:

1. Fixed-Route Service: Required revenue service shall be considered the scheduled revenue-service hours established and published by AUTHORITY for the applicable service day. CONTRACTOR shall be credited only for revenue-service hours actually operated in accordance with the applicable schedule and service requirements. Service that is cancelled, shortened, improperly operated, or otherwise not provided in accordance with the requirements of this Agreement shall not be counted as revenue service provided.

2. Paratransit and Demand-Response Service: Required revenue service shall be measured by the total number of passenger trips that CONTRACTOR is required to provide for the applicable service day, including trips scheduled, reserved, accepted, or otherwise assigned to CONTRACTOR in accordance with AUTHORITY's applicable scheduling and dispatch procedures. CONTRACTOR shall be credited only for passenger trips actually provided in accordance with the applicable trip requirements. A trip that is cancelled, denied, excessively delayed, improperly performed, or otherwise not provided in accordance with the requirements of this Agreement shall not be counted as a passenger trip provided.

3. Calculation:
For Fixed Route Service, the applicable service deficiency shall be calculated by subtracting the hours of revenue service actually provided from the total required revenue service hours for the applicable service day. For each hour of scheduled revenue service not performed on said service day, CONTRACTOR shall be liable for liquidated damages in the amount of $1,000.

For Paratransit and Demand-Response Service, the applicable service hour deficiency shall be calculated by dividing the total number of missed passenger trips that CONTRACTOR is required to provide for the applicable service day by the most recent annual average passengers per revenue hour for the service type as provided by the AUTHORITY, rounded to the nearest whole number. For example, if the CONTRACTOR fails to provide five (5) demand-response trips scheduled, reserved, accepted, or otherwise assigned to CONTRACTOR in a given day, and the most recent annual average passengers per revenue hour for the service type in question is 3.2 passengers per revenue hour, the calculation would be as follows: 5 missed trips ÷ 3.2 hourly trip average = 1.56 hours (rounded to two (2) hours) of revenue service missed. In this case, CONTRACTOR shall be liable for liquidated damages in the amount of $2,000. CONTRACTOR shall not avoid application of liquidated damages by selectively

declining, cancelling, delaying, or otherwise failing to accept or perform service that CONTRACTOR is required to provide.

b. Long Term Out of Service Vehicle - If any Revenue Vehicle or AUTHORITY provided Non-Revenue Vehicle is unavailable for service for any reason not approved by AUTHORITY, the liquidated damages shall be $500 per Vehicle per service day, commencing on the 61st day out of a rolling 90-day period, until such time as the Vehicle is returned to service in an acceptable condition, as determined by the AUTHORITY, or the CONTRACTOR compensates AUTHORITY for the straight-line depreciated value of such Vehicle or the amount of any insurance proceeds received, whichever is greater.

c. Inadequate Enforcement of Vehicle or Equipment Warranties - If the CONTRACTOR fails to meet its obligations regarding Vehicle or Equipment warranty enforcement and repairs, the liquidated damages shall be $1,000 per occurrence.

d. Late or Inaccurate Reports or Data - If the CONTRACTOR fails to comply with AUTHORITY's reporting requirements by either failing to record data, input data into any AUTHORITY required software system, submit daily, weekly, monthly, and/or annual reports or data by the due date and time, or submitting inaccurate reports or data, the liquidated damages shall be $500 per occurrence.

C. Exceptions. Liquidated damages shall not apply to the extent a failure to provide required service is directly caused by AUTHORITY, an event beyond CONTRACTOR's reasonable control, a passenger no-show or passenger-initiated cancellation, or another circumstance expressly excused under this Agreement. CONTRACTOR shall have the burden of documenting any claimed exception and demonstrating that the exception directly caused the applicable service failure.

D. Notice and Response.
   a. AUTHORITY shall provide CONTRACTOR written notice of any liquidated damages assessed under this Section. The notice shall identify the paragraph of this Section under which the liquidated damages are assessed, the date and nature of each failure, and the amount assessed.
   b. CONTRACTOR may contest an assessment by submitting a written response to AUTHORITY within five (5) days after receipt of the notice. The response shall state the basis for contesting the assessment and include all supporting documentation, including documentation of any claimed exception under Paragraph C. If CONTRACTOR does not submit a timely response, the assessment shall become final. If CONTRACTOR submits a timely response, AUTHORITY shall review the response and issue a written determination affirming, modifying, or withdrawing the assessment, and the assessment shall become final as stated in the determination.

E. Payment and Deduction.
   a. AUTHORITY shall bill liquidated damages to CONTRACTOR separately from CONTRACTOR's invoices for Services. CONTRACTOR shall pay liquidated damages within thirty (30) days after the assessment becomes final under Paragraph D.
   b. If CONTRACTOR fails to pay liquidated damages when due, AUTHORITY may deduct the unpaid amount from any payment otherwise due to CONTRACTOR under this

Agreement. This right is in addition to any other remedy available to AUTHORITY under this Agreement.

F. Continuing Obligations. The assessment of liquidated damages shall not relieve CONTRACTOR of its obligation to provide the required Services or to correct the underlying deficiency.

38. KEY PERSONNEL.

The General Manager, Maintenance Manager, Safety and Training Manager and Operations Office Manager named in CONTRACTOR's Proposal are Key Personnel. Key Personnel shall be employed full-time and assigned only to this Agreement. CONTRACTOR shall not replace any Key Personnel without AUTHORITY's prior written approval, following the procedures in Division 5, Sections 3.5 and 4.3. Replacement of Key Personnel without AUTHORITY's approval is a material breach of this Agreement.

39. OWNERSHIP OF WORK

A. General All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the CONTRACTOR will be and are the property of the AUTHORITY. The AUTHORITY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work will be immediately delivered to the AUTHORITY. If any materials are lost, damaged, or destroyed before final delivery to the AUTHORITY, the CONTRACTOR will replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AUTHORITY. The CONTRACTOR agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

B. Intellectual Property Provisions

i. Grant of License. The CONTRACTOR grants to the AUTHORITY a perpetual, unlimited, royalty-free, non-exclusive and irrevocable license for AUTHORITY (including without limitation its officers, directors, employees, and agents) to install, use, copy, modify, and maintain CONTRACTOR software, with no limitation on the number of sites or users. The CONTRACTOR will use only third-party software that has been expressly approved in writing by the AUTHORITY.

The CONTRACTOR will procure, maintain, and otherwise be responsible for all licenses for the AUTHORITY, in the AUTHORITY's name, for any such third party software. The CONTRACTOR will provide to the AUTHORITY copies of such licenses, along with any related software or license documentation. To the extent that any other licenses or permissions are reasonably desirable or necessary for the AUTHORITY to use the software, the CONTRACTOR will procure for the AUTHORITY, in the AUTHORITY's name, to the maximum extent reasonably negotiable—any such licenses and permissions.

All rights and licenses granted under or pursuant to this Agreement are and will be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property," as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that the AUTHORITY, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing herein will be deemed to constitute a present exercise of such rights and elections.

ii. Patent and Copyright Warranties. The CONTRACTOR represents and warrants that any use of the software by the AUTHORITY (or its officers, directors, agents, employees, or transit users) will not infringe or violate the patent, copyright, trade secret, or other intellectual property or proprietary rights of any third party.

The CONTRACTOR further represents and warrants that it has or will have all appropriate licenses, agreements, or ownership rights pertaining to all patent, copyright, trade secret, or other intellectual property or proprietary rights needed for the software—including without limitation that it will have all necessary rights to use patentable or copyrightable materials, equipment, devices, or processes not furnished by the AUTHORITY used on or incorporated in the work under this Agreement. The CONTRACTOR assumes all risks arising from the use of any such patented or copyrighted materials, equipment, devices, or processes.

iii. Precedence. In the event of any conflict between the provisions of this Section 39 and the provisions of any separate software license, escrow, or otherwise related agreement, Section 39 will take precedence.

C. Data Security, Privacy and Cloud Software Provisions. Refer to Attachment B, appended hereto, for additional data security, privacy and cloud software requirements.

40. <u>TERMINATION.</u>

(a) Default. AUTHORITY may terminate this Agreement for default by written notice if CONTRACTOR fails to perform any obligation under this Agreement; fails to maintain required insurance, licenses or performance security; becomes suspended or debarred; or becomes insolvent. Except where the default endangers public safety or involves a lapse of insurance, licenses or performance security, CONTRACTOR shall have ten (10) days after written notice to cure, or a longer period if AUTHORITY approves a written cure plan. On termination for default, AUTHORITY shall pay only for services properly performed through the termination date, may recover its reasonable excess cost of replacement services, and may draw on the performance security.

(b) Convenience. AUTHORITY may terminate this Agreement in whole or in part for its convenience on sixty (60) days' written notice, and shall pay for services performed through the

effective date plus the severance and close-down costs described in Section 17. CONTRACTOR is not entitled to anticipated profit on services not performed.

(c) A termination for default later found improper shall be treated as a termination for convenience.

(d) Termination does not relieve CONTRACTOR of its obligations under Sections 32 and 33.

(e) Remedies Not Exclusive. AUTHORITY's rights and remedies under this Section are in addition to any other rights and remedies under this Agreement or at law.

41. DISADVANTAGED BUSINESS ENTERPRISES.

This Agreement is subject to 49 C.F.R. Part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in termination or such other remedy as the AUTHORITY deems appropriate. Each subcontract must include this assurance. The AUTHORITY does not have a DBE goal for this Agreement. The Contractor shall pay subcontractors for satisfactory performance no later than ten (10) days after receiving payment from the AUTHORITY, and shall return retainage within thirty (30) days after the subcontractor's work is satisfactorily completed. The Contractor shall not terminate a DBE subcontractor without the AUTHORITY's prior written consent.

42. TRANSIT EMPLOYEE PROTECTIONS.

(a) CONTRACTOR shall comply with 49 U.S.C. § 5333(b) and the employee protective arrangements certified by the U.S. Department of Labor for the federal assistance supporting this Agreement, as described in Attachment A, clause 26.

(b) Nothing in this Agreement requires CONTRACTOR to dismiss or displace any employee, or to rearrange its workforce, in violation of those arrangements.

(c) CONTRACTOR shall defend, indemnify and hold harmless AUTHORITY and its directors, officers, employees and agents from any claim or controversy alleging a violation or breach of those arrangements, whether made by CONTRACTOR's employees, the employees of its subcontractors, the employees of any former contractor of AUTHORITY, or any other employee who alleges to have been affected by the services, arising from or related to any organization or reorganization of CONTRACTOR's workforce, any modification of the terms and conditions of employment of employees hired to perform the services, or any increase or reduction in the level of services.

(d) Notwithstanding any other provision of this Agreement, costs and liabilities for which CONTRACTOR is responsible under this Section are not allowable costs payable to CONTRACTOR, shall not be included in any rate, and are not claims or liabilities for which CONTRACTOR is entitled to indemnification by AUTHORITY.

(e) This Section survives termination or expiration of this Agreement

43. ORGANIZATIONAL CONFLICTS OF INTEREST.

(a) CONTRACTOR shall take all reasonable measures to prevent an organizational conflict of interest in connection with this Agreement. An organizational conflict of interest exists when, because of other activities, relationships or contracts, a firm or person is unable or potentially unable to render impartial assistance or advice to AUTHORITY, the firm's or person's objectivity in performing the work is or might be impaired, or the firm or person has an unfair competitive advantage in competing for a contract because of information gained in performing this or another agreement.

(b) CONTRACTOR shall not engage any subcontractor or consultant that has an actual or apparent organizational conflict of interest related to the services.

(c) CONTRACTOR shall not divert any revenues, passengers or other business from AUTHORITY's services to any taxi, transportation network company or other transportation operation of CONTRACTOR without AUTHORITY's written approval.

(d) CONTRACTOR shall notify AUTHORITY in writing immediately if it becomes aware of an organizational conflict of interest, describing the facts and proposing ways to address it. AUTHORITY will consider the conflict and any proposal and will determine how to address it, and its determination is final. AUTHORITY will similarly notify CONTRACTOR of any conflict it identifies

(e) CONTRACTOR shall maintain written policies prohibiting organizational conflicts of interest, shall maintain lists of its employees, subcontractors and consultants performing the services and give them to AUTHORITY on request, and shall retain those records for five (5) years after final payment.

(f) If CONTRACTOR fails to comply with this Section, CONTRACTOR shall be liable for AUTHORITY's resulting damages, and AUTHORITY may terminate this Agreement for default under Section 40.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

YUBA-SUTTER TRANSIT AUTHORITY	[CONTRACTOR]
By:_____	By: _____
Chair of the Board	Title: _____

Attest:

By:_____ By: _____

Clerk of the Board Title: _____

Approved as to Form:

By:_____

Yuba-Sutter Transit Legal Counsel

ATTACHMENT A: FEDERAL TERMS AND CONDITIONS

In its performance of the Agreement, Contractor/Consultant will comply with all of the applicable Federal Transit Administration (FTA) clauses identified below, as indicated by a checked box next to the clause title. These terms apply only to the extent allowed under applicable federal law.

DEFINITIONS.

☒ **1. FLY AMERICA REQUIREMENTS.**

☒ **2. ENERGY CONSERVATION.**

☒ **3. RECYCLED PRODUCTS.**

☒ **4. CARGO PREFERENCE REQUIREMENTS.**

☒ **5. ACCESS TO RECORDS AND REPORTS.**

☒ **6. FEDERAL CHANGES.**

☒ **7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**

☒ **8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**

☒ **9. CIVIL RIGHTS REQUIREMENTS.**

☒ **10. SAFE OPERATION OF MOTOR VEHICLES.**

☒ **11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

☒ **12. TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.**

☒ **13. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.**

☐ **14. VETERANS PREFERENCE.**

☒ **15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.**

☒ **16. LOBBYING**

☒ **17. CLEAN WATER AND AIR REQUIREMENTS**.

☐ **18. BUY AMERICA REQUIREMENTS**.

☐ **19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.**

☒ **20. ACCESSIBILITY**.

☐ **21. BUS TESTING**.

☐ **22. DAVIS-BACON ACT REQUIREMENTS**.

☐ **23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**.

☐ **24. SEISMIC SAFETY**.

☐ **25. CHARTER SERVICE OPERATIONS**.

☒ **26. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.**

☒ **27. SCHOOL BUS OPERATIONS.**

☒ **28. SUBSTANCE ABUSE REQUIREMENTS**.

☐ **29. DOMESTIC PREFERENCES FOR PROCUREMENTS**.

☐ **30. BUILD AMERICA, BUY AMERICA ACT**.

☒ **31. CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**.

DEFINITIONS. The following definitions apply to these federal terms and conditions:

a. "Agency" means the Yuba-Sutter Transit Authority.
b. "Agreement" means the agreement to which these Federal Terms and Conditions apply.
c. "Bid" means bid, proposal, or offer.
d. "Bidder" means bidder, proposer, or offeror.
e. "Contractor/Consultant" means the person or entity named in the Purchase Order, Bid, Proposal or Agreement to which these Federal Terms and Conditions apply.
f. "FTA" means the Federal Transit Administration.
g. "U.S. DOT" means United States Department of Transportation.

CLAUSES

FLY AMERICA REQUIREMENTS. The Contractor/Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor/Consultant must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance

with the Fly America requirements, if used. The Contractor/Consultant agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

ENERGY CONSERVATION. The Contractor/Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq*.

RECYCLED PRODUCTS. The Contractor/Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CARGO PREFERENCE REQUIREMENTS. The Contractor/Consultant agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Agency (through the Contractor/Consultant in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

ACCESS TO RECORDS AND REPORTS. Contractor/Consultant must provide all authorized representatives of the Agency, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor/Consultant which are related to performance of this Agreement for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor/Consultant also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor/Consultant agrees to maintain the same until the Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

FEDERAL CHANGES. Contractor/Consultant must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the applicable Master Agreement between the Agency and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's/Consultant's failure to so comply constitutes a material breach of this Agreement.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES. The Agency and Contractor/Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent

by the Federal Government, the Federal Government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Agency, Contractor/Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement. The Contractor/Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

The Contractor/Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor/Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA-assisted project for which this Agreement is being performed. In addition to other penalties that may be applicable, the Contractor/Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/Consultant to the extent the Federal Government deems appropriate.

The Contractor/Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the Contractor/Consultant, to the extent the Federal Government deems appropriate.

The Contractor/Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

CIVIL RIGHTS REQUIREMENTS.

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

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Agreement:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor/Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in

the performance of the Agreement. In addition, the Contractor/Consultant agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor/Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor/Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor/Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor/Consultant agrees to comply with any implementing requirements FTA may issue.

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

SAFE OPERATION OF MOTOR VEHICLES. The Contractor/Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor/Consultant or the Agency. The Contractor/Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor/Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1G, dated January 17, 2025, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor/Consultant shall not perform any act, fail to perform any act, or refuse to comply with any the Agency requests which would cause the Agency to be in violation of the FTA terms and conditions.

TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES. The Contractor/Consultant represents that the Contractor/Consultant, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Agreement. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology

Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.

A. The Contractor/Consultant agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Agreement, this Agreement and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor/Consultant further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

The Contractor/Consultant further agrees to promptly notify Agency of any matter described above that relates to this Agreement or any other federally assisted agreement between the Contractor/Consultant and Agency.

"Knowledge," as used in this section, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the Contractor's/Consultant's possession.

"Promptly," as used in this section, means to refer information without delay and without change.

B. The Contractor/Consultant agrees to include the above clause in all subcontracts entered into for the performance of this Agreement. It is further agreed that the above clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

VETERANS PREFERENCE. To the extent practicable, the Contractor/Consultant agrees that it and its subcontractors:

Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and

Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION. This Agreement is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment." These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor/Consultant is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, 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 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, 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.

LOBBYING. Contractor/Consultant shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor/Consultant shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor/Consultant shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to the Agency. Contractor/Consultant shall ensure that all of its subcontractors/subconsultants under this Agreement shall certify the same. The Agency is responsible for keeping the certification of the Contractor/Consultant, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the solicitation documents, including instructions for completion.

CLEAN WATER AND AIR REQUIREMENTS. The Contractor/Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et *seq*., and the Clean Air Act, as amended, 42 U.S.C. 7401 et *seq*. The Contractor/Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor/Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in part or in whole with federal assistance provided by the FTA.

BUY AMERICA REQUIREMENTS. The Contractor/Consultant agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All bidders or proposers must submit the appropriate Buy America certification to the Agency with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. Contractor/Consultant agrees to comply with pre-award and post-delivery requirements set forth in 49 U.S.C. § 5323(m) and FTA's implementing regulations at 49 C.F.R. Part 663. Contractor/Consultant must submit the following certifications with its bid:

Pre-Award Buy America Certification: The Contractor/Consultant must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Contractor/Consultant certifies compliance with Buy America, it must submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Pre-Award Solicitation Specifications Certification: The Contractor/Consultant shall submit evidence that is capable of producing rolling stock that meets the Agency's specifications set forth in the solicitation.

Federal Motor Vehicle Safety Standards (FMVSS): The Contractor/Consultant must submit evidence of (1) the manufacturer's self-certification sticker information that the vehicle complies with applicable FMVSS in 49 CFR Part 571, as may be amended, or (2) the manufacturer's self-certification statement that the vehicle is not subject to the FMVSS in 49 CFR Part 571, as may be amended.

ACCESSIBILITY. The Contractor/Consultant agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

BUS TESTING. The Contractor/Consultant [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to the Agency at a point in the procurement process specified by the Agency which will be prior to the Agency's final acceptance of the first vehicle.

A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.

If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Agency prior to the Agency's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

DAVIS-BACON ACT REQUIREMENTS.

Minimum wages

All laborers and mechanics employed or working upon the site of any qualifying construction work under the Agreement (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(vi) of Section 5.5 of the Davis-Bacon Act; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of Section 5.5 of the Davis-Bacon Act) and the Davis-Bacon poster (WH-

1321) shall be posted at all times by the Contractor/Consultant and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the Contractor/Consultant does not make payments to a trustee or other third person, the Contractor/Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor/Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the Contractor/Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

In the event the Contractor/Consultant, the laborers or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt sand so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(B) or (C) of Section 5.5 of the Davis-Bacon Act, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

Withholding - The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/Consultant under this Agreement or any other Federal contract with the

Contractor/Consultant, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the Contractor/Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/Consultant or any subcontractor the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Agreement, the Agency may, after written notice to the Contractor/Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

PAYROLLS AND BASIC RECORDS

Payrolls and basic records relating thereto shall be maintained by the Contractor/Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor/Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The Contractor/Consultant is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Agency if the agency is a party to the contract, but the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section

for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/Consultant or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Agreement and shall certify the following:

That the payroll for the payroll period contains the information to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Agreement during the payroll period has been paid the full weekly wages earned, without rebate either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of Section 5.5 of the Davis-Bacon Act.

The falsification of any of the above certifications may subject the Contractor/Consultant or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor/Consultant or subcontractor shall make the records required under paragraph (a)(3)(i) of Section 5.5 of the Davis-Bacon Act available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor/Consultant or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

APPRENTICES AND TRAINEES

Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/Consultant as to the entire work force

under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor/Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's/Consultant's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of 29 CFR Part 30.

Compliance with Copeland Act requirements - The Contractor/Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Agreement.

Subcontracts - The Contractor/Consultant or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor/Consultant shall be responsible for the compliance by any subcontractor or lower subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Agreement and for debarment as a Contractor/Consultant and a subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/Consultant (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

CERTIFICATION OF ELIGIBILITY

By entering into this Agreement, the Contractor/Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's/Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

No part of this Agreement shall be subcontracted to person or firm ineligible for an award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. In accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the United States Department of Labor regulations at 29 C.F.R. part 5, the following requirements apply to all laborers and mechanics employed by the Contractor/Consultant or subcontractor in the performance of any part of the work under the Agreement, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40 U.S.C.A. § 3701)

Overtime Requirements – Neither the Contractor/Consultant nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Agreement to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this Section, the Contractor/Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor/Consultant and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section in the sum of $10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.

Withholding for Unpaid Wages and Liquidated Damages – Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by Contractor/Consultant under any such contract or any other Federal contract with Contractor/Consultant or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor/Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Contractor/Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

Subcontracts – The Contractor/Consultant shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor/Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Contractor/Consultant during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/Consultant shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor/Consultant employ apprentices or trainees under approved programs, it shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Occupational Safety and Health Act – The Contractor/Consultant agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction”, 29 CFR Part 1926. Among other things, the Contractor/Consultant agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor/Consultant also agrees to include the requirements of this Subsection F in each subcontract. The term “subcontract” under this Subsection is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration

or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this Section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

SEISMIC SAFETY. The Contractor/Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor/Consultant also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

CHARTER SERVICE OPERATIONS. The Contractor/Consultant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS. The Contractor/Consultant agrees to the comply with applicable transit employee protective requirements as follows:

General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor/Consultant agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Agreement. The Contractor/Consultant agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee

protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Agreement, the Contractor/Consultant agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor/Consultant agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor/Consultant agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor/Consultant also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

SCHOOL BUS OPERATIONS. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.

SUBSTANCE ABUSE REQUIREMENTS. Agency adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for "safety-sensitive" employees. Pursuant to these regulations, the Agency requires that contractors who "stand in the shoes" of the Agency are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Contractor/Consultant is required to comply fully with all DOT and FTA regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor's/Consultant's policy, testing program and training must comply with these regulations: 49 CFR Part 655, ("Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations") and 49 CFR Part 40, ("Procedures for Transportation Workplace Drug and Alcohol Testing Procedures").

The Contractor/Consultant will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for the Agency to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety-sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor/Consultant must notify the Agency's Risk Administrator immediately of any violation of the regulations or failure to test.

Any employee of the Contractor/Consultant found to have violated the drug and alcohol regulations is subject to removal from duties under the Agreement, depending on the facts and circumstances of the situation.

If the Contractor/Consultant utilizes their own pre-established program or a third party administrator's, Contractor/Consultant must fully cooperate with the Agency in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that the Agency requires of Contractor/Consultant. Contractor/Consultant further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems ("MIS") reports before March 1st (for the prior calendar year) to the Agency. Contractor/Consultant agrees that all records produced and maintained in the performance of the program are subject to review by the Agency in a facility not more than 100 miles away. Further, Contractor/Consultant may be required to submit quarterly MIS reports to the Agency.

If the Contractor/Consultant is included in the Agency's Random Testing Program, the Contractor/Consultant is not released from all other DOT regulations such as: adhering to DOT's hiring requirements, including making inquiries of past DOT-regulated employers and pre-employment testing; conducting reasonable suspicion and post-accident testing when warranted; and training safety-sensitive employees and their supervisors for the requisite time required by law. Contractor/Consultant agrees to timely notify the Agency with names of their safety-sensitive employees, including any additions or deletions during the Agreement term.

Contractor/Consultant agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor's/Consultant's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by the Agency, may result in the Agreement being terminated for default.

DOMESTIC PREFERENCES FOR PROCUREMENTS. Pursuant to 2 CFR § 200.322, the Contractor/Consultant should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor/Consultant must include this requirement in agreements with subcontractors, including all contracts and purchase orders for work or products under this Agreement.

BUILD AMERICA, BUY AMERICA ACT. For construction materials used in the Project, the Contractor/Consultant agrees to comply with the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, U.S. DOT, and FTA, unless a waiver applies.

CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS. By submitting a bid or proposal, the Contractor/Consultant certifies that it (1) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months. The Contractor/Consultant must flow this requirement down to subcontractors and vendors at all lower tiers.

- END OF ATTACHMENT A -

ATTACHMENT B: DATA SECURITY, DATA PRIVACY, AND CLOUD SOFTWARE REQUIREMENTS

1. DATA PRIVACY

The CONTRACTOR may have access to Personally Identifiable Information ("PII") in connection with the performance of the Agreement. PII is any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, payment card information, ridership and travel pattern data. AUTHORITY Personally Identifiable Information, or AUTHORITY PII, means any PII relating to the AUTHORITY's customers.

The CONTRACTOR must ensure and maintain the confidentiality, security, safety, and integrity of all AUTHORITY PII, including physical, electronic, and procedural safeguards designed to prevent unauthorized access or use and protect against known or anticipated threats to the security or integrity of such data. This includes, but is not limited to, the secure transport, transmission and storage of AUTHORITY PII used or acquired in the performance of this Agreement. Notwithstanding the generality of the foregoing requirements, the CONTRACTOR will adhere to the following requirements concerning AUTHORITY PII:

A. The CONTRACTOR may not, except as authorized or required by law, reveal or divulge to any person or entity any AUTHORITY PII that becomes known to it during the term of this Agreement. The CONTRACTOR may not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to the AUTHORITY.

B. The CONTRACTOR must maintain policies and programs that prohibit unauthorized disclosure of AUTHORITY PII and promote training and awareness of information security policies and practices. The CONTRACTOR must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as the AUTHORITY may make to promote the safeguarding or confidentiality of AUTHORITY PII.

C. The CONTRACTOR must limit access to computers and networks that contain AUTHORITY PII, including without limitation through user credentials and strong passwords, firewall rules, and network-based intrusion detection software.

D. The CONTRACTOR agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and Civil Code Section 1798.81.5(b). In addition, the CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, and the State of California relating to the handling and confidentiality of AUTHORITY PII, including the terms and conditions contained in this Section.

This Section will survive termination or expiration of this Agreement.

2. DATA SECURITY

The CONTRACTOR must provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of AUTHORITY PII pursuant to the minimum standards of care recommended by the California Attorney General in her February 2016 report (See https://oag.ca.gov/breachreport2016). In particular:

A. The CONTRACTOR agrees to properly secure and maintain any computer, hardware and software applications, or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied to secure AUTHORITY PII that may be used, transmitted, or stored on such software in the performance of this Agreement.

B. The CONTRACTOR, its employees, agents, subcontractors, and consultants may not download or otherwise store any AUTHORITY PII onto any CONTRACTOR computer, desktop, laptop, thumb drives, disks, or other portable memory device without such data being encrypted.

C. The CONTRACTOR must have vulnerability management programs to identify and minimize threats and risks on any software used to store or transmit AUTHORITY PII.

D. The CONTRACTOR represents that the CONTRACTOR's management access to the hosting infrastructure is limited to authorized support staff.

E. Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR agrees to retain AUTHORITY PII for no longer than three days after the completion date of this Agreement and the AUTHORITY's confirmation that the CONTRACTOR may proceed with such deletion. At the conclusion of this retention period, the CONTRACTOR agrees to use a U.S. Department of Defense ("DoD")–approved method of removal of AUTHORITY PII from any files, with said service being included in the total cost of this Agreement. Discarded AUTHORITY PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips ("Storage Media"). The CONTRACTOR agrees to destroy hard-copy documents containing AUTHORITY PII by means of a cross-cut shredding machine. The CONTRACTOR also agrees to use DoD—approved methods, or an alternative AUTHORITY-approved method, to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, the CONTRACTOR will submit a certification to the AUTHORITY's Project Manager that all electronic or hard-copy format AUTHORITY PII has been destroyed in accordance with the Agreement.

This Section will survive termination or expiration of this Agreement.

3. NOTICE OF SECURITY BREACH

The CONTRACTOR must immediately notify the AUTHORITY when it discovers that there may have been a data security incident that has or may have resulted in compromise to AUTHORITY PII. For purposes of this Section, immediately is defined as within twenty-four hours of discovery. The CONTRACTOR must immediately take such actions as may

be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert the AUTHORITY of any such circumstances, including information sufficient for the AUTHORITY to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of AUTHORITY PII, the CONTRACTOR will be liable for paying for the following costs to remediate any such unauthorized disclosure:

A. The reasonable cost of providing notice of the breach to individuals affected by such breach;

B. The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;

C. The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and

D. Any other service required by applicable law.

The CONTRACTOR must provide any information and/or support to the AUTHORITY in issuing the actual notification and, at the AUTHORITY's sole discretion, the CONTRACTOR must itself provide actual notification if the AUTHORITY desires. This Section will survive termination or expiration of this Agreement.

4. TRANSITION

In the event that CONTRACTOR uses its own software in the provision of services, upon the termination or expiration of this Agreement, the CONTRACTOR must cooperate fully with the AUTHORITY, and any successor CONTRACTOR to provide to the AUTHORITY, and any successor CONTRACTOR, electronic copies of all branding materials, logos, reports, designs, drawings, plans, specifications, schedules, information, payment history, payment records, and other materials prepared, or in the process of being prepared for the services to be performed by the CONTRACTOR (Work Product) to ensure a smooth transition to a new contractor. All AUTHORITY PII must be protected, kept secure, and transmitted securely at all times in accordance with the terms of this Agreement. All Work Product must be provided in a format that is usable by the successor contractor, such as latest version of Microsoft WORD and/or EXCEL.

If the AUTHORITY terminates the Agreement, the CONTRACTOR must begin preparing all Work Product to allow for a smooth transition to a successor contractor or the AUTHORITY. Within 30 calendar days of the AUTHORITY's termination of the Agreement, the CONTRACTOR must transfer all other Work Product, including written reports, data, and other relevant information, to the AUTHORITY and the successor contractor. The AUTHORITY will withhold payment of CONTRACTOR's final invoice until the CONTRACTOR has ensured a smooth transition to the successor contractor or transmitted all required documents for the AUTHORITY's records, as determined by the AUTHORITY in its sole discretion.

Upon expiration of this Agreement, the CONTRACTOR must transfer all other Work Product, including written reports, data, and other relevant information, to the AUTHORITY and the successor contractor (if applicable). The AUTHORITY will withhold payment of CONTRACTOR's final invoice until the CONTRACTOR has ensured a smooth transition to the successor contractor or transmitted all required documents for the AUTHORITY's records, as determined by the AUTHORITY in its sole discretion.

- END OF ATTACHMENT B -

ATTACHMENT C: FLEET INVENTORY

ATTACHMENT C

YUBA-SUTTER TRANSIT
VEHICLE INVENTORY
UPDATED OCTOBER 30, 2026

Bus #	Year	Make	Model	Engine Type	Length (ft)	GVWR	Seating/ WC Capacity	In Service	Planned Retirement Date	Lifetime Mileage 06/30/26	Depreciated Value 6/30/2026	Under Warranty
0820	2026	Ford/Driverge	Transit 350EL	3.5L/V-6 Gas	22	10,360	8/2	n/a	2034	<200	n/a	Yes
0821	2026	Ford/Driverge	Transit 350EL	3.5L/V-6 Gas	22	10,360	8/2	n/a	2034	<200	n/a	Yes
0822	2026	Ford/Driverge	Transit 350EL	3.5L/V-6 Gas	22	10,360	8/2	n/a	2034	<200	n/a	Yes
0823	2026	Ford/Driverge	Transit 350EL	3.5L/V-6 Gas	22	10,360	8/2	n/a	2034	<200	n/a	Yes
0824	2026	Ford/Driverge	Transit 350EL	3.5L/V-6 Gas	22	10,360	8/2	n/a	2034	<200	n/a	Yes
1214	2023	New England	Frontrunner	3.6L Pentastar/Gas	23	9,350	12/2	5/26/2025	2032	15,348	n/a	powertrain
1215	2023	New England	Frontrunner	3.6L Pentastar/Gas	23	9,350	12/2	5/26/2025	2032	16,562	n/a	powertrain
1216	2023	New England	Frontrunner	3.6L Pentastar/Gas	23	9,350	12/2	5/26/2025	2032	15,305	n/a	powertrain
1217	2023	New England	Frontrunner	3.6L Pentastar/Gas	23	9,350	12/2	5/26/2025	2032	16,393	n/a	powertrain
1218	2023	New England	Frontrunner	3.6L Pentastar/Gas	23	9,350	12/2	5/26/2025	2032	15,383	n/a	powertrain
1219	2023	New England	Frontrunner	3.6L Pentastar/Gas	23	9,350	12/2	5/26/2025	2032	16,752	n/a	powertrain
1686	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	25	14,200	16/2	3/1/2014	2026	250,928	$ 2,000.00	No
1690	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/22/2019	2028	138,916	$ 26,524	No
1691	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/22/2019	2028	133,592	$ 26,524	No
1692	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/11/2019	2029	131,339	$ 26,524	No
1693	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/22/2019	2029	127,340	$ 26,523	No
1694	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/11/2019	2028	136,739	$ 26,524	No
1695	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/22/2019	2028	137,985	$ 26,525	No
1696	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/11/2019	2028	134,726	$ 26,524	No
1697	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/11/2019	2029	132,960	$ 26,524	No
1698	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/11/2019	2029	129,805	$ 26,524	No
1699	2019	Ford/Glaval	Universal	6.8L/V-10 Gas	24	14,500	16/2	7/11/2019	2029	133,586	$ 26,524	No
3150	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/19/2019	2031	192,203	$ 304,405	No
3151	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/19/2019	2031	203,927	$ 304,405	No
3152	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/20/2019	2031	190,730	$ 304,405	No
3153	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/19/2019	2031	201,652	$ 304,405	No
3154	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/21/2019	2031	189,631	$ 304,405	No
3155	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/20/2019	2031	196,553	$ 304,405	No
3156	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/21/2019	2031	188,888	$ 304,405	No
3157	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/21/2019	2031	188,364	$ 304,405	No
3158	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/22/2019	2031	178,539	$ 304,405	No
3159	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/22/2019	2031	167,917	$ 304,405	No
3160	2019	Gillig	Low Floor G27B	Diesel	35	41,600	31/2	11/22/2019	2031	181,484	$ 304,405	No
3230	2013	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	12/1/2013	2028	330,303	$ 50,997	No
3231	2013	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	258,850	$ 53,214	No
3232	2013	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	321,403	$ 53,214	No
3233	2013	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	371,117	$ 53,214	No
3234	2013	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	334,367	$ 53,214	No
3235	2013	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	370,960	$ 53,214	No
3236	2014	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	321,808	$ 53,214	No
3237	2014	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	331,481	$ 53,214	No
3238	2014	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	305,917	$ 53,214	No
3239	2014	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	355,675	$ 53,214	No
3240	2014	Gillig	35DD	8.9lL/Diesel	35	39,600	32/2	1/1/2014	2028	324,605	$ 53,214	No
5703	2010	MCI	D4500	11.0 L/Diesel	45	50,000	57/2	5/1/2010	2028	517,871	$ 5,000	No
5704	2012	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	11/1/2012	2028	464,861	$ 21,625	No
5705	2012	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	11/1/2012	2028	490,826	$ 21,625	No
5706	2012	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	11/1/2012	2028	486,817	$ 21,625	No
5707	2018	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	7/1/2018	2034	275,432	$ 301,674	No
5708	2018	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	7/1/2018	2034	305,884	$ 301,674	No
5709	2018	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	7/1/2018	2034	296,746	$ 301,674	No
5710	2018	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	7/1/2018	2034	266,262	$ 301,674	No
5711	2018	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	7/1/2018	2034	303,291	$ 301,674	No
5712	2018	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	7/1/2018	2034	293,997	$ 301,674	No
5713	2018	MCI	D4500	11.9 L/Diesel	45	50,000	57/2	7/1/2018	2034	292,111	$ 301,674	No
NON-REVENUE VEHICLES												
005	2003	Ford	F350 (Service)	6.0 L/Diesel	19	12,500	3	2003	2026	52,359	-	No
010	2007	Ford	Escape	Gas/Hybrid	-	-	5	2007	2027	163,380	-	No
011	2009	Ford	Escape	Gas/Hybrid	-	-	5	2009	2027	185,454	-	No
012	2006	Ford	Explorer	Gas	-	-	5	2006	2026	145,988	-	No
013	2012	Chevy	Cruze	Gas	-	-	5	2012	2028	84,751	-	No
014	2012	Chevy	Cruze	Gas	-	-	5	2012	2028	71,910	-	No

NOTES:
The Authority has the following vehicles currently on order: (2) 2026 Chevy/ARBOC 28' low-floor diesel cutaways; (1) 2027 RAM 4500 diesel shop truck
At contract exection, the Authority expects to have the following vehicles on order: (5) 2027 Gillig 35' low-floor diesel buses; (4) 2028 MCI 45' diesel coaches; (2) non-revenue sedans

DIVISION 5 – SCOPE OF SERVICES

SCOPE OF WORK

SECTION 1 – DEFINITIONS

As used throughout the Request for Proposals, exhibits and attachments, the following terms shall have the meanings set forth below:

Actual Vehicle Hour (AVH) – A compensable AVH is defined as the hours that a vehicle travels while in revenue service plus deadhead hours. AVH's shall be deemed to have commenced when a vehicle leaves the Authority's storage yard to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator breaks, lunches, or fueling. AVH's shall terminate when a vehicle returns to the Authority's storage yard prior to any cleaning, servicing, or fueling of the vehicle.

Advanced Reservation – Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.

Americans with Disabilities Act of 1990 (ADA) – Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to people functionally unable to use accessible fixed route systems. [Note that AUTHORITY Dial-A-Ride service exceeds ADA requirements in some respects.]

AUTHORITY – Shall indicate the Yuba-Sutter Transit Authority.

CONTRACTOR – As applicable based on the context, shall signify a firm submitting a proposal to provide the services described herein, or the firm selected and under contract with AUTHORITY to provide the transportation services solicited pursuant to this RFP.

Corner-to-Corner Service – A type of Demand Response service where on both the origin and destination end of the trip, the vehicle loads and unloads requesting passengers at the nearest streetside location (i.e., a "virtual stop") designated by scheduling software and/or ride hailing application.

Curb-to-Curb Service – A type of Demand Response service (typically general public Dial-A-Ride) where, on both the origin and destination end of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other safe boarding/alighting area according to certain safety and security protocols.

Deadhead – For fixed route services, refers to either miles or hours when a vehicle is not in revenue service, including travel from the yard to the first scheduled stop, from the last scheduled stop back to the yard, and changing routes from the last scheduled stop on one run to the first scheduled stop on another run.

For paratransit services, refers to either miles or hours when a vehicle is not in revenue service, including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher, and travel during driver breaks and other "out of service" times. Travel between scheduled pickups and drop-offs, regardless of whether a passenger is on board, is not deadhead.

For both fixed route and paratransit, deadhead does not include special service, operator training, or maintenance training.

Demand Response – Describes a service that operates in response to requests from passengers or their agents to the transit operator, who groups rides together when possible and dispatches a vehicle to provide the rides. Vehicles do not operate over a fixed route or on a fixed schedule unless temporarily satisfying a special transit need. Demand Response service may require advance reservation, or trips can be requested the same day [also referred to as “same day,” “real-time” or “immediate response”].

Door-to-Door Service – A type of Demand Response service (typically ADA Complementary Paratransit) where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times. The AUTHORITY provides door-to-door service for ADA complementary paratransit eligible individuals.

Dwell Time – The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, deboarding, and wheelchair securement. Dwell time is included in the Vehicle Revenue Hour computation.

Early Trip -- For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up before the scheduled pick-up time. For fixed route service, any arrival at a time point before the scheduled time.

Federal Transit Administration (FTA) – An agency within the U.S. Department of Transportation (DOT), headed by an administrator appointed by the President of the United States. FTA supports transit systems nationwide, including buses, subways, light rail, commuter rail, trolleys and ferries, through funding and technical assistance. FTA also oversees public transit safety and national research programs..

Late Trip – For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up more than 15 minutes after the scheduled time. For fixed route service, any arrival at a time point more than 5 minutes after the scheduled time.

Missed Trip – For Dial-A-Ride, any scheduled trip on which the Dial-A-Ride vehicle arrives more than 60 minutes after the scheduled pick up time or does not arrive at all.

Missed Run -- For fixed route, any scheduled run on which the bus arrives at one or more scheduled stops 5 minutes or less before the next scheduled bus or not at all.

No-Show – A scheduled passenger who does not appear at the designated location for vehicle boarding within 1 minute of an on-time vehicle arrival or calls the AUTHORITY Dial-A-Ride to cancel the trip less than one (1) hour before the scheduled pick-up time.

On-Time Pickup – For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location no earlier than the scheduled pickup time or no more than 15 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 5 minutes after the scheduled arrival time.

Subscription Service – Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days.

Revenue Vehicles – Refers to vehicles used to transport passengers in transit and paratransit revenue services.

Vehicle Revenue Hour – A vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is generally considered in revenue service from the time it arrives at its first stop or pick-up address and ends when it has departed the last scheduled stop or completed its last passenger drop-off and is released from service by the dispatcher.

For demand response services, if the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of vehicle revenue hours, however, this rule shall not apply to trip cancellations. For breaks or lunches, vehicle revenue hours shall stop when the vehicle goes out of service for an operator break or lunch and resumes when the vehicle commences service following the break or lunch.

For fixed route services, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is in revenue service (that is, first scheduled stop to last scheduled stop), including layover/recovery time but excluding deadhead, training operators prior to revenue service, and road tests.

Vehicle revenue hours, for both services, shall exclude any meal breaks, service breaks, mechanical breakdowns, and time a vehicle is down due to an accident. Vehicle revenue hours are also known as “revenue vehicle hours.” [This definition is intended to be identical to that required in NTD reporting.]

Vehicle Revenue Miles – The mileage incurred by a vehicle while operating a Vehicle Revenue Hour.

Vehicle Service Hour – A vehicle service hour is defined as one vehicle providing passenger service for one hour during the service hours specified herein. A vehicle service hour shall be deemed to have commenced when a vehicle leaves the AUTHORITY storage yard to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator breaks, lunches, or fueling. A vehicle service hour shall terminate when a vehicle returns to the AUTHORITY storage yard prior to any cleaning, servicing, or fueling of the vehicle.

SECTION 2 – YUBA-SUTTER TRANSIT DUTIES AND RESPONSIBILITIES

AUTHORITY shall perform the following duties and accept the following responsibilities with respect to the performance of AUTHORITY's services. To the extent reasonable and feasible, CONTRACTOR shall assist AUTHORITY in this regard.

2.1 System Planning and Administration

AUTHORITY shall be responsible for all planning activities relative to routes, schedules, service areas, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation and other such activities relative to overall system administration. CONTRACTOR may be requested to assist in these efforts. Certification of ADA paratransit eligibility is the sole responsibility of the AUTHORITY.

2.2 Advertising and Promotion

AUTHORITY shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of AUTHORITY services and to promote ridership. CONTRACTOR may be required to assist in distribution of promotional materials or advertisements, or participate in special promotional programs.

2.3 Vehicles

2.3.1 Revenue Vehicles and In-Vehicle Equipment

AUTHORITY shall be responsible for providing all revenue vehicles and the replacement thereof. The current Yuba-Sutter Transit fleet inventory is included as Attachment C to this RFP.

AUTHORITY shall provide vehicle licenses for all revenue vehicles and shall pay for all General Public Paratransit Vehicle (GPPV) certifications, smog certificates, and all capital costs associated with vehicles.

All Yuba-Sutter Transit buses are equipped with the following in-vehicle equipment for which the CONTRACTOR will be responsible for routine maintenance and warranty repairs and work: passenger lifts, bike racks, surveillance camera systems, interior** and exterior LED signage, tablets and/or mobile data terminals, electronic fare card units (for regional program), Diamond fareboxes, and digital radios. [**Equipment only on fixed route buses]

Revenue vehicles are presently equipped with SmartDrive units at the cost of the existing CONTRACTOR; continuation of these or a similar system would be up to the successful CONTRACTOR.

2.3.2 Support Vehicles and Equipment

The successful CONTRACTOR will be provided with the following Authority-furnished support vehicles for use in performing services under this Contract: one (1) shop truck, two (2) Chevrolet Cruze sedans, two (2) hybrid Ford Escapes, and one (1) Ford Explorer for road supervision and driver change-out activities. A detailed inventory of the Authority-furnished support vehicles is included in Attachment C of this RFP.

The AUTHORITY shall provide a forklift prior at the commencement of services under this Contract. The CONTRACTOR shall be responsible for the proper operation, routine care, and maintenance of all Authority-furnished support vehicles and equipment in accordance with Authority requirements and manufacturer recommendations. The AUTHORITY shall retain responsibility for major repairs, replacement, and capital replacement of Authority-furnished support vehicles and equipment when such replacement is determined necessary due to age, condition, or end of useful life.

2.4 Operating and Maintenance Facility

Yuba-Sutter Transit shall provide CONTRACTOR with a portion of the facility at 2100 B Street, Marysville, CA, suitable for the operation and maintenance of the requested services, including: office space for administration, dispatch and management; driver areas; vehicle maintenance and washing; maintenance parts and supplies storage; and parking of revenue, support and employee vehicles. A site and building plan can be found on the AUTHORITY website https://www.yubasuttertransit.com/current-requests-for-proposals.

In conjunction with the facility, AUTHORITY shall provide at its cost, the following items for use in performing the required services. CONTRACTOR shall not include the cost of these items in its proposed Fees/Rates.

- All building utilities;
- Basic existing office furniture;
- Major facility and shop equipment necessary for the maintenance of the provided revenue vehicles, as detailed in the listing posted to the AUTHORITY website (https://www.yubasuttertransit.com/current-requests-for-proposals);
- (1) shared main office copier/printer, including maintenance, paper, toner, and all printing and copying costs. No dedicated printer will be provided for the Parts or Maintenance Department.
- Telephone system installation, maintenance, and service;
- Broadband internet service; if desired by the CONTRACTOR, a separate VLAN can be created.
- Janitorial service for offices, administrative areas, and restrooms;
- Garbage and recycling services;
- Landscape installation;
- Video Surveillance and Security system installation and services;
- Lighting and fencing (including gates and gate systems);
- Emergency back-up generator;
- Major repairs to general building and facility; and
- An adequate supply of light bulbs, paper towels, toilet paper, garbage bags and hand soap to stock the restroom, office and kitchen areas of the facility.

2.4.1 Relocation to New Maintenance and Operations Facility

The Authority shall be responsible for delivering the new operations and maintenance facility in a condition suitable for occupancy and transit operations. This includes completing the facility, obtaining all required occupancy approvals, and ensuring that Authority-furnished systems, infrastructure, and utilities are

operational and available for use in accordance with the approved transition schedule. The Authority shall provide the Contractor with sufficient advance notice of facility readiness, access dates, floor plans, space assignments, and occupancy milestones to facilitate transition planning. Throughout the transition period, the Authority shall review and approve the Contractor's Transition Plan, participate in coordination meetings, and provide timely decisions necessary to support an orderly relocation. The Authority shall also coordinate any relocation or installation of Authority-furnished equipment and systems for which it retains responsibility under the Contract. The new facility will be located at 6035 Avondale Avenue in Linda, CA 95901.

2.4.2 Revenue Vehicle Maintenance Costs

Yuba-Sutter Transit shall be responsible for the cost of major engine, transmission, and differential overhaul and replacement (Major Components) as defined in Section 4.8 herein. The AUTHORITY shall also be responsible for the replacement of tires and rims for revenue vehicles and the shop truck through an outside service unless due to negligent operation.

2.5 Fuel and Fueling Systems

Yuba-Sutter Transit will provide on-site diesel fuel and fueling systems and shall be responsible for the cost of diesel fuel used in the revenue vehicles and shop truck and for maintenance and capital costs related to these fueling systems.

Gasoline fuel will not be provided on-site, but at an off-site location to be arranged by the AUTHORITY. AUTHORITY will only be responsible for the cost of gasoline fuel used in revenue vehicles.

2.6 Schedules, Passes, Tickets and Service Brochures

Yuba-Sutter Transit shall prepare, print and provide all required schedules, passes, tickets, service brochures and like materials as necessary. CONTRACTOR shall distribute and disseminate such materials as appropriate in accordance with the provisions of this agreement and any directions supplemental thereto as provided by Yuba-Sutter Transit.

2.7 Radio Communications Systems

Yuba-Sutter Transit shall provide a digital radio system for the purpose of providing communications between its dispatch center, Yuba-Sutter Transit's vehicles and road supervisors in connection with Yuba-Sutter Transit operations. AUTHORITY shall provide mobile radio units installed in each revenue vehicle and the shop truck. AUTHORITY will also provide seven handheld units and shall be responsible for repeater fees and costs of unit maintenance except that caused by CONTRACTOR negligence. CONTRACTOR shall monitor and enforce the proper use of such radio system and comply with all applicable federal statutes and regulations in connection with such use.

2.8 Computer Systems

The AUTHORITY shall furnish computer hardware necessary to support CONTRACTOR personnel performing services under the Contract, including, but not limited to, dispatch, operations, safety, maintenance, parts, human resources, management, road supervision, and bus surveillance system functions. Computer hardware shall be limited to one workstation for each approved administrative or operational position identified in the CONTRACTOR's approved staffing plan that requires computer access to perform its assigned duties. Any additional computer hardware requested by the CONTRACTOR shall require the AUTHORITY's prior written approval.

AUTHORITY shall provide software, IT contract services, and broadband internet service necessary for the operation of Yuba-Sutter Transit services, including any and all licenses for software systems.

2.9 Street Furnishings

Yuba-Sutter Transit, or its designee, shall purchase, install, maintain and replace all street furnishings that shall be provided for the operation of the Yuba-Sutter Transit system. Such furnishings shall include, but not be limited to, bus stop signs, posts, benches and shelters.

2.10 Notification of Service Changes

Should Yuba-Sutter Transit determine to implement a substantially different service design for the transit system, Yuba-Sutter Transit shall confer with CONTRACTOR as to the most appropriate level and description of services and shall amend, if necessary, this Scope of Work document.

2.11 Environmental Requirements

2.11.1 Storm Water Pollution Prevention Plan (SWPPP)

AUTHORITY shall be responsible for developing, submitting, and securing approval of a SWPPP to the appropriate authorities. CONTRACTOR shall comply with and be responsible for implementing the AUTHORITY's SWPPP which is posted to the AUTHORITY's website (https://www.yubasuttertransit.com/current-requests-for-proposals).

2.11.2 Emergency Generator Permit

AUTHORITY shall be responsible for applying for and securing all operating permits for the emergency generator that is installed on site.

SECTION 3 – CONTRACTOR DUTIES AND RESPONSIBILITIES – OPERATIONS

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of the services required herein. The omission of a specific duty or responsibility in this Scope of Work shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a system of a kind and character such as Yuba-Sutter Transit or is required by state or federal legislation or regulation.

3.1 Operations - General

Using the vehicles and equipment provided by Yuba-Sutter Transit, CONTRACTOR shall provide the necessary management, technical and operational services necessary to operate the specified fixed route, demand response, fixed route deviation and intercity bus system. Service shall be operated in strict accordance with the operating days, hours, service description, routes and schedules set forth in the current Scope of Work, and CONTRACTOR shall provide such service in a safe, professional and courteous manner. Required performance of operations service by CONTRACTOR shall be as follows:

(a) All fixed route, demand response, fixed route deviation and intercity services as specified in the system schedules, timetables and brochures, as these may be modified from time to time.

(b) CONTRACTORS shall anticipate 87,000 annual actual vehicle hours (AVH's) unless authorized by change order from Yuba-Sutter Transit. AVH's are generally projected (by service) at the following level for the first base year of the service contract:

Service	Approximate AVH's
Urban Fixed Route (Monday – Saturday)	50,000
Urban Dial-A-Ride & Microtransit (Monday – Saturday)	23,000
Sacramento Routes (Monday – Friday)	10,000
Foothill Route (Tuesday, Wednesday & Thursday)	1,000
Live Oak Route (Monday – Friday)	1,000
Lincoln Route (Monday – Saturday)	2,000
Approximate Actual Vehicle Hours	87,000

(c) The CONTRACTOR shall perform all required services without adjustment to the Service Fees/Rates for AVH that vary by up to twenty percent (20%) above or below the previous annual AVH, as defined in this Agreement. Any adjustment shall be subject to mutual agreement and shall not be effective unless approved in writing by AUTHORITY.

(d) No service will be provided on the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and, Christmas Day. If such a holiday falls on a Saturday or Sunday, AUTHORITY may designate the preceding Friday or the following Monday as well as the actual day of observance as a non-service day.

(e) Additional days may be operated at a reduced service level at the direction of AUTHORITY. Such days may include, but are not limited to, Veterans Day, the day after Thanksgiving, Christmas Eve, New Year's Eve, Columbus Day/Indigenous Peoples' Day, and Farmworkers Day. If such a holiday falls on a Saturday or Sunday, AUTHORITY may designate the preceding Friday or the following Monday as well as the actual day of observance as a reduced service day.

3.2 Stepped, Demand-Based Service Deployment.

The CONTRACTOR shall implement service additions and adjustments using a phased, demand-responsive approach that aligns service capacity with demonstrated passenger demand and minimizes unnecessary operating costs. The CONTRACTOR shall continuously monitor service requests, ridership trends, wait times, trip denials, and other applicable performance indicators to identify opportunities to adjust service levels. The CONTRACTOR shall be responsible for developing recommendations and notifying the AUTHORITY when service capacity adjustments, including the addition or reduction of vehicles and vehicle service hours, are warranted. Any changes to service levels, vehicle assignments, or operating hours shall require prior approval by the AUTHORITY.

3.3 Extra Services

In addition to regular Yuba-Sutter Transit operations, CONTRACTOR may from time to time upon receiving specific authorization by AUTHORITY, provide special transportation services using Yuba-Sutter Transit vehicles, provided that such special services are determined by AUTHORITY to be in the public interest and are in compliance with applicable federal and state statutes. CONTRACTOR shall be entitled to compensation for such services as provided for under this agreement.

3.4 Operational Performance Standards

CONTRACTOR shall at all times provide service in a manner that will achieve or surpass the service standards adopted by the AUTHORITY Board of Directors. CONTRACTOR and AUTHORITY shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, adjustments may be recommended to the Board of Directors. Should it be found that CONTRACTOR'S performance has contributed to CONTRACTOR'S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by AUTHORITY to correct deficiencies in performance. Should deficiencies persist, AUTHORITY may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

"Fixed Route" Service Standards apply to all local fixed routes, Sacramento Commuter routes, and Rural/Intercity Routes.

Performance Measure	Minimum Standard
Revenue Service Supplied	100% of the required revenue service for any service day as defined in this Agreement
On-Time Performance	Fixed Routes: 0.5% runs early and 95% no more than 5 minutes late. Dial-A-Ride: 5% of trips early and 90% within 15-minute On-Time window.
Missed Trips	Fixed Routes: 2% Dial-A-Ride: 2%
Total Accidents	100,000 total miles between NTD reportable accidents
Road Calls	10,000 total miles between road calls for buses that are within normal useful life
Telephone Response	a) 90% of all telephone calls shall be answered in 2 minutes or less; b) 100% shall be answered in 4 minutes or less
Complaints	No more than 3 valid complaints during a calendar month
Training & Safety	100% compliance with applicable federal, state, and local standards and regulations

3.5 Operations Management

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a full-time, on-site General Manager who shall provide overall day-to-day management and supervision of AUTHORITY operations under the terms of this agreement. The General Manager shall work cooperatively with AUTHORITY's Executive Director providing operational data as described in this Scope of Work; responding to comments from Yuba-Sutter Transit passengers and the general public; and responding to specific requests for other assistance as the need arises.

The person serving as General Manager shall have at least three (3) years of recent experience in managing (as either a manager or assistant manager) a public fixed route and/or demand response service plus adequate managerial experience, in public or private service, supervising at least 25 people. The General Manager, **who shall be required to reside within Yuba or Sutter Counties**, shall be approved by the Executive Director and shall not perform other duties for CONTRACTOR without notification of, and consultation with, AUTHORITY's Executive Director.

The General Manager will be responsible for monitoring all aspects of the system's operation and maintenance, including, but not limited to, passenger satisfaction;

service quality; fare collection and accounting in accordance with established procedures; maintenance and repair work; and the attitude, motivation, and performance of all contract personnel. CONTRACTOR will identify methods to improve AUTHORITY's operations and services, identify any deficiencies and substandard performance, and report them to Yuba-Sutter Transit, along with any corrective actions taken or recommendations.

CONTRACTOR shall provide the General Manager named in their proposal and shall not replace that designated General Manager during the Base Period or Extension Period without the written consent of the AUTHORITY. Should the services of the designated General Manager become no longer available to CONTRACTOR, the resume, qualifications, and at least three references of the proposed replacement shall be submitted to Yuba-Sutter Transit's Executive Director for approval as soon as possible but no less than thirty (30) days from the date of such notice. The Executive Director shall respond to the CONTRACTOR within three (3) working days following receipt of these qualifications regarding acceptance of the candidate for the replacement General Manager. Should the General Manager position remain vacant for more than thirty (30) days, AUTHORITY may deduct the cost of this position from the Monthly Invoices paid to CONTRACTOR.

The CONTRACTOR shall further designate at least one full-time Operations Manager and one full-time Office Clerk or Manager to assist the General Manager in carrying out all activities related to Yuba-Sutter Transit operations. The Operations Manager will be responsible for the safe and reliable provision of the bus service referenced herein, and shall be expected to directly supervise the daily activities of all drivers, dispatchers, and other personnel necessary to support system operations.

The General Manager, Operations Manager, or an expressly designated acting General Manager, shall be available at all times, either by phone or in person, to make decisions regarding day-to-day Yuba-Sutter Transit operations, provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

3.6 Employee Selection and Supervision

CONTRACTOR shall be responsible for the employment and supervision of any and all employees necessary to perform Yuba-Sutter Transit operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

CONTRACTOR shall use appropriate employee screening and selection criteria. These criteria will include, but not be limited to, Department of Motor Vehicles license checks, criminal background checks, physical examinations, and drug screening, in compliance with this agreement and applicable federal and state laws, regulations, and guidelines.

3.7 Training of Drivers and Operations Personnel

CONTRACTOR shall develop, implement and maintain a formal training and retraining program for all drivers, subject to approval by AUTHORITY. The program must provide, at a minimum, forty (40) hours of classroom instruction covering

defensive driving, vehicle code, vehicle components, first aid, state rules and regulations, accident/incident procedures, radio procedures, wheelchair lift procedures, passenger relations, employee work rules, Yuba-Sutter Transit operating policies as promulgated by Yuba-Sutter Transit, and forty (40) hours of behind-the-wheel training under qualified supervision. Drivers with current experience operating Yuba-Sutter Transit services must be provided a minimum of twenty (20) hours of refresher training, policies and procedures, and CONTRACTOR's employee work rules. The CONTRACTOR shall ensure all drivers and operations personnel assigned to perform services under this Contract are properly trained, licensed, and qualified to operate the applicable vehicle types and are fully capable of performing all assigned duties in accordance with applicable laws, regulations, AUTHORITY requirements, and the terms of this Contract. Drivers shall be certified as having completed this course before operating any AUTHORITY vehicle in revenue service without supervision.

All drivers must complete CONTRACTOR'S formal training program as approved by AUTHORITY and be licensed with, at a minimum, a valid California Class B license with the appropriate certifications and endorsements required by law to operate AUTHORITY's services and vehicles. Such certifications and endorsements shall include, but not be limited to, General Public Paratransit Vehicle (GPPV) and Vehicle Transit Training (VTT) certifications and air brakes and passenger endorsements. CONTRACTOR shall supply AUTHORITY with a list of drivers who have completed the specified training program. This list shall be updated quarterly.

Dispatchers and any other personnel who may from time to time be assigned to telephone information lines shall be trained in public relations skills, proper telephone manners, accident and incident procedures, radio procedures, and shall have a complete and detailed knowledge of AUTHORITY's services, schedules, transfer points, fares and operating policies.

Drivers and dispatchers shall, at all times, be courteous and responsive to requests, comments and complaints from the public. CONTRACTOR shall develop, maintain and enforce a progressive discipline performance monitoring and evaluation system for all drivers, dispatchers and public information employees.

3.8 Driver Responsibilities

In addition to complying with all applicable State and Federal requirements, drivers will honor passes; collect, cancel and/or validate tickets and passenger identification cards; and issue and collect transfers as determined by AUTHORITY. Drivers will not handle cash fares except as necessary to assist passengers with disabilities. Drivers will record ridership counts by passenger category according to procedures approved by AUTHORITY. Drivers shall have available at all times during operation of any bus an accurate time piece, with active second hand, set each day in accordance with CONTRACTOR'S procedures. Drivers will, when requested, hand out notices to passengers, administer surveys, or otherwise render assistance in AUTHORITY's service monitoring and promotion functions.

3.9 Uniforms

All operating personnel shall be in uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide a full set of uniforms to its employees. The design, color, type and logo of the uniforms shall be subject to AUTHORITY approval, but shall at a minimum include shirts, pants and jacket. All operating personnel shall be required to maintain a neat and clean appearance and to display their employee identification badge while in service or otherwise on duty.

3.10 Safety Program

CONTRACTOR shall develop, implement, and maintain a formal organizational safety program in coordination with the AUTHORITY and in accordance with all applicable federal, state and local laws, regulations and standards. CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operating personnel and AUTHORITY vehicles and equipment are maintained at the highest possible level throughout the term of this agreement. CONTRACTOR shall comply with all applicable Federal regulations, California Highway Patrol and OSHA requirements, and shall furnish AUTHORITY with copies of annual CHP inspections, safety compliance reports and any other related documents.

3.11 Road Supervision

CONTRACTOR shall provide dedicated and appropriately trained road supervisor staff as necessary to monitor, evaluate and assist drivers in revenue service. CONTRACTOR shall ensure that a supervisor-level employee – that is, the General Manager, Operations Manager, Trainer or a Road Supervisor – is on duty and available to respond any time that an AUTHORITY revenue vehicle is in service.

3.12 Accident and Incident Reporting

CONTRACTOR shall develop, implement and maintain formal procedures to respond to and report emergencies and routine problems that from time to time occur in the course of providing transit service. Such occurrences to be addressed include, but are not limited to, in-service vehicle failures, in-service lift failures, passenger disturbances, passenger injuries and vehicle accidents.

CONTRACTOR shall notify AUTHORITY's Executive Director, or their designee in their absence, of any accident involving a Yuba-Sutter Transit revenue or support vehicle as soon as possible, but no later than twelve (12) hours following its occurrence. In the case of an injury accident or incident, verbal notification shall occur immediately or as soon as possible following the occurrence. A complete written report of any accident or incident shall be delivered to the Executive Director as soon as it is practical to do so, but in no case more than two business days following the occurrence.

CONTRACTOR is requested, but not required, to cause all vehicle operators to report public safety incidents observed by them to the on-duty dispatcher, who, in turn, is to be requested by CONTRACTOR to refer all such incident reports to the proper authorities. Such observed incidents shall include, but not be limited to, fires, criminal acts, suspicious circumstances, public right-of-way obstructions, natural disasters,

and the like. Beyond reporting such incidents, neither CONTRACTOR nor any of its employees shall have any responsibility of any kind or character to act further.

In addition, CONTRACTOR shall request that all vehicle operators report non-accident damage to revenue vehicles, bus stop structures and furnishings, and Yuba-Sutter Transit signage to the on-duty dispatcher when observed. Such damage shall be reported to AUTHORITY in writing no later than the next business day.

3.13 Fares and Fare Collection

AUTHORITY shall solely determine passenger fare rates and the method of collecting and depositing fares and reserves the right to change fare rates and methods of collecting and depositing fares at any time it deems appropriate. CONTRACTOR shall assure that each Yuba-Sutter Transit patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification and shall be deposited by patrons in the farebox provided by AUTHORITY within each vehicle. CONTRACTOR shall collect or otherwise process in the manner directed by AUTHORITY all non-cash fares (transfers, tickets, passes and the like). All fares collected are the sole property of AUTHORITY. CONTRACTOR shall, in accordance with a procedure and schedule specified by AUTHORITY, account for revenues collected on Yuba-Sutter Transit buses and deposit them into a local bank account designated by AUTHORITY for that purpose. AUTHORITY reserves the right to count revenues contained in each farebox vault. Gratuities shall not be allowed or accepted.

3.14 CAD/AVL System

A computer-aided dispatch/automatic vehicle location (CAD/AVL) system and demand response reservation/scheduling software are currently in use.

3.14.1 Scheduling and Dispatch

CONTRACTOR shall use the software system provided by the Authority to schedule and dispatch Yuba-Sutter Transit vehicles and transport Yuba-Sutter Transit passengers. Components of the system include a rider-application, a driver-application, and an administrative management back-office module designed to streamline the ride scheduling process for the microtransit and Dial-A-Ride services. The software is designed to group riders into vehicles based on proximity and efficiency. The algorithm routes trips and dispatches drivers based on various guidelines set by administrators for the system.

The dashboard complements vehicle assignments and allows dispatchers to edit any itinerary as needed. Drivers can view the trips assigned to them and available trips waiting to be accepted. The itinerary consists of a set of ride requests that have been grouped together in order to make the trips more efficient. The driver manages all of this with step-by-step instructions and with turn-by-turn enabled directions. This system enables efficient operations of the microtransit and Dial-A-Ride system.

3.14.2 Transit Information Services

Using the telephone system provided by AUTHORITY, CONTRACTOR shall provide and maintain the passenger information function to include, at a minimum, two (2) to four (4) employees as may be required at all times during operating hours exclusively for use by Yuba-Sutter Transit patrons for the purposes of providing information regarding services, schedules and fares; receiving reservations for service; receiving complaints; and accepting suggestions.

3.14.3 Dispatch Staffing and Training

The CONTRACTOR shall provide between one (1) and four (4) qualified dispatch personnel to perform dispatching functions necessary to support safe, reliable, and efficient service delivery under this Contract. The CONTRACTOR shall adjust staffing within this range as necessary to meet operational requirements. These persons shall also be responsible for maintaining radio control with all vehicles in service and for maintaining the daily dispatch log in a format to be proposed by CONTRACTOR. Scheduling and dispatching personnel shall be trained in professional telephone technique, radio protocol, and in cooperative approaches with drivers and passengers. Personnel shall be monitored and refresher training will be offered as necessary.

3.14.4 Dispatch Reporting

CONTRACTOR shall report to AUTHORITY, in a Monthly Activity Report, all service complaints and suggestions, the number of unfulfilled service requests by type, the number of information calls received, the average hold time for the calls received and any other relevant related information as determined by Yuba- Sutter Transit within the limits of the provided equipment. CONTRACTOR shall establish a computerized tracking system to record all complaints, compliments and suggestions, including the date, time and source, investigation results, and disciplinary or other action taken.

3.15 System Promotion

As requested, CONTRACTOR shall cooperate with AUTHORITY in promotion, public information and service evaluation activities by making available needed equipment, facilities and personnel accordingly at no additional expense to AUTHORITY. This shall include, but not be limited to the conducting of periodic surveys. CONTRACTOR shall dispense Yuba-Sutter Transit information publications, respond to patron requests for information, act as a liaison and provider of information with and to community agencies and groups, and do all other things deemed necessary by Yuba- Sutter Transit to assist and support AUTHORITY's promotional and public information programs.

3.16 System Recommendations

CONTRACTOR shall continually monitor Yuba-Sutter Transit operations, facilities and equipment and shall, from time to time and as warranted, advise and make recommendations to AUTHORITY on observed deficiencies and needed improvements. Yuba-Sutter Transit shall retain all authority, however, to make determinations and to take action on such recommendations.

3.17 Employee Bus Pass

CONTRACTOR employees assigned solely to the execution of this agreement shall be given unlimited personal access to the service provided under this agreement whether on or off duty only with the presentation of their electronic employee photo identification card prior to boarding. Pass privileges are not transferable to non-employees and may be revoked by AUTHORITY for unauthorized use. Employee identification must be surrendered upon termination of employment in Yuba-Sutter Transit service and bus pass privileges will terminate.

3.18 Drug and Alcohol Program

CONTRACTOR shall, at its expense, develop and implement a drug and alcohol control program and conduct testing in compliance with 49 C.F.R. Parts 40 and 655, State law or regulation. At a minimum, said program shall:

a. Contain a policy on drug use in the workplace.

b. Contain an employee and supervisor education and drug awareness training program.

c. Contain a drug-testing program for employees and applicants for employment in sensitive safety positions, as defined in 49 C.F.R. 655.4. Categories for testing shall include pre-employment, reasonable cause, post-accident, and return-to-duty, or drugs and for alcohol as required by Part 655. The program shall also include: sample collection procedures; testing procedures for the substances required by 49 C.F.R. Part 40, as amended; laboratory findings procedures and reporting reviews; and policies on violations and consequences for violating the rules and regulations of the program..

d. Contain an employee assistance and rehabilitation program.

e. Contain procedures for record and report keeping outlining positive test results, release of information on tests, certification of compliance from laboratories and medical review officer, and administrative actions to meet all State or Federal regulations regarding the drug policy.

f. Provide the notices, verifications, certifications and reports required by Attachment A, paragraph 28, including the annual certification and the Management Information System reports, on the schedule stated there

g. Contain a policy which requires that any employee performing a sensitive safety function, as defined in 49 CFR Part 655, who refuses to take a drug test authorized in the approved drug program or does not pass said test may not return to a sensitive safety function until that employee has passed an approved return to duty test.

CONTRACTOR shall, at its own cost, conduct all required testing; prepare all required reports and forms; and submit all material required of Yuba-Sutter Transit by FTA which AUTHORITY can legally pass through to CONTRACTOR.

3.19 Outside Contract Services

CONTRACTOR shall not perform contract services or operate non-Yuba-Sutter Transit vehicles using AUTHORITY's facility or assigned contract operating personnel without the written consent of AUTHORITY's Executive Director. The terms by which AUTHORITY shall be compensated for such use shall be negotiated on a case-by-case basis and must be mutually agreeable to both parties.

3.20 Support Vehicles

The CONTRACTOR shall be responsible for the proper operation, routine care, and maintenance of all Authority-furnished support vehicles and equipment in accordance with Authority requirements and manufacturer recommendations. The AUTHORITY shall retain responsibility for major repairs, replacement, and capital replacement of Authority-furnished support vehicles and equipment when such replacement is determined necessary due to age, condition, or end of useful life.

CONTRACTOR shall maintain automobile liability insurance, at its sole cost and expense, covering CONTRACTOR's use and operation of all vehicles provided by AUTHORITY for performance of the Services. Such coverage shall apply to CONTRACTOR and its authorized employees, agents, and subcontractors operating or using AUTHORITY-provided vehicles and shall be maintained in accordance with the insurance requirements of this Agreement and applicable law. CONTRACTOR shall be responsible for any deductible or self-insured retention applicable to claims arising from its use or operation of an AUTHORITY-provided vehicle.

3.21 Zero-Emission Fleet and Charging Operations

In connection with the new facility and the AUTHORITY's planned transition to battery-electric vehicles (BEVs), the CONTRACTOR shall be solely responsible for ensuring that all operators, maintenance technicians, supervisors, dispatch personnel, and other affected personnel are appropriately trained, qualified, and prepared to support the safe and reliable operation, maintenance, and repair of BEVs and associated charging infrastructure prior to the AUTHORITY's planned deployment of BEVs into revenue and non-revenue service.

The CONTRACTOR shall develop and implement a BEV readiness and training plan that identifies required training, certification requirements, training schedules, and personnel qualifications necessary to support the AUTHORITY's BEV implementation timeline. Training shall be completed sufficiently in advance of BEV deployment to ensure all assigned personnel possess the knowledge and skills necessary to safely operate BEVs, perform preventive and corrective maintenance, respond to vehicle or charging system issues, and comply with all applicable safety requirements, manufacturer recommendations, and regulatory standards.

The CONTRACTOR shall coordinate with the AUTHORITY regarding the AUTHORITY's BEV deployment schedule, vehicle acceptance milestones, facility readiness activities, and charging infrastructure commissioning activities to ensure staffing, training, and operational readiness are achieved prior to BEV service implementation. The CONTRACTOR shall not place untrained or unqualified

personnel in positions requiring operation, maintenance, or support of BEVs or associated charging systems.

Unless otherwise expressly identified in this Contract, the CONTRACTOR shall be responsible for all costs associated with BEV training, including personnel time, training materials, certifications, and any required travel or third-party training expenses necessary to achieve operational readiness.

SECTION 4 – CONTRACTOR DUTIES AND RESPONSIBILITIES - MAINTENANCE

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of Yuba-Sutter Transit vehicles and equipment. The omission of a specific duty or responsibility from this Scope of Work shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a public transportation system of a kind and character such as Yuba-Sutter Transit or is required by state or federal legislation or regulation.

4.1 Maintenance - General

CONTRACTOR shall be responsible for the maintenance of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of Yuba-Sutter Transit in a clean, safe, sound and operable condition at all times, and fully in accord with any manufacturer recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute. In this regard, CONTRACTOR shall provide all labor, lubricants, solvents, repairs, parts, supplies, minor maintenance tools and equipment, and such other components and services which may be required to fulfill its maintenance responsibilities (including the gasoline and tires for non-revenue vehicles), at CONTRACTOR'S sole cost and expense, except as otherwise provided in this agreement. For vehicles and equipment that are under warranty, CONTRACTOR shall provide routine maintenance and warranty service as necessary, including the exchange of components and conveyance of vehicles or equipment to/from the vendor location. The provision of maintenance management software is the responsibility of the CONTRACTOR.

4.2 Vehicles and Equipment

4.2.1 Acceptance of Vehicles

By execution of this agreement, CONTRACTOR acknowledges receipt of the existing vehicles (Attachment C) and maintenance equipment, and that each and every item has been received in acceptable condition and working order subject to a mutually agreeable inspection to occur prior to the start of service under this agreement. In the event that AUTHORITY provides CONTRACTOR with replacement or additional buses and/or equipment at future times, these appendices shall be amended and CONTRACTOR shall acknowledge receipt of such additional items upon their delivery. CONTRACTOR will assist AUTHORITY in the necessary activities to prepare new vehicles and equipment for service without additional cost to AUTHORITY.

4.2.2 Support Vehicles

The CONTRACTOR shall be responsible for the proper operation, routine care, and maintenance of all AUTHORITY-furnished support vehicles and equipment in accordance with AUTHORITY requirements and

manufacturer recommendations. The AUTHORITY shall retain responsibility for major repairs, replacement, and capital replacement of AUTHORITY-furnished support vehicles and equipment when such replacement is determined necessary due to age, condition, or end of useful life.

4.2.3 Return of Vehicles

Upon termination of this agreement, CONTRACTOR shall return all AUTHORITY-owned equipment ready for use, with no deferred maintenance or damage, less reasonable wear and tear. CONTRACTOR shall, at its sole expense, repair or replace any AUTHORITY-owned equipment, which may be damaged or lost by reason of vandalism, theft, or other like cause. CONTRACTOR shall repair all damage, including any repainting required as the result of damage, prior to the return of the vehicles or equipment to AUTHORITY. In the event that AUTHORITY determines that said vehicles or equipment require repairs, AUTHORITY shall notify CONTRACTOR in writing of items to be repaired. Should such items not be corrected within fifteen (15) days, AUTHORITY reserves the right to make said repairs and deduct the cost from any payment due to CONTRACTOR.

4.3 Maintenance Management

CONTRACTOR shall provide the services of a qualified full-time Maintenance Manager, subject to approval by AUTHORITY. The Maintenance Manager shall report to the General Manager. The Maintenance Manager shall be directly responsible for maintaining the fleet as described in this Scope of Work and for monitoring the performance of all work to ensure that all specifications are met. The CONTRACTOR shall further designate one full-time Clerk to assist the Maintenance Manager in carrying out all activities relative to the maintenance function.

The Maintenance Manager shall have a minimum of three (3) years demonstrated journeyman-level experience with light and heavy diesel bus engines, gasoline bus engines, preventive maintenance programs, air conditioning systems, electrical systems, passenger lifts, on-board fare collection, communication, annunciator, and video surveillance systems, as well as experience in directing the work of other maintenance personnel. At least two (2) years of such experience must be direct mechanical experience on the type of vehicles and equipment operated by Yuba-Sutter Transit. Technical expertise is considered to be more important than administrative capability in the Maintenance Manager; however, some demonstrated ability to direct the work of other maintenance personnel, and to work directly with AUTHORITY concerning obtaining necessary outside services must be in evidence.

The Maintenance Manager, who shall be required to reside within Yuba or Sutter Counties, shall be approved by the Executive Director and shall not perform other duties for CONTRACTOR without notification of, and consultation with, AUTHORITY's Executive Director. Should the services of the designated Maintenance Manager become no longer available to CONTRACTOR, the resume, qualifications and at least three references of the proposed replacement shall be

submitted to AUTHORITY's Executive Director for approval as soon as possible, but no more than thirty (30) days from the date of such notice. The Executive Director shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Manager. Should the Maintenance Manager position remain vacant for more than thirty (30) days, AUTHORITY may deduct the cost of this position from the Monthly Invoices paid to CONTRACTOR.

4.4 Maintenance and Service Staffing

In addition to the Maintenance Manager, CONTRACTOR shall hire and employ other maintenance and service personnel as necessary to properly maintain and service the Yuba-Sutter Transit vehicles.

Maintenance personnel assigned to work on Yuba-Sutter Transit vehicles and equipment shall have the necessary skills to:

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electric, and electric parts and components;
- Diagnose vehicle engine, transmission, electrical and electric component system problems; and
- Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.

4.5 Daily Vehicle Servicing

CONTRACTOR shall perform daily vehicle servicing on all Yuba-Sutter Transit vehicles used in revenue service. For purposes of this agreement, daily servicing will include, but not be limited to, fueling; engine oil, coolant, water and transmission fluid check/add; farebox vault pulling and replacement; passenger lift checkout; brake check; light and flasher check; interior sweeping and dusting; and exterior and interior visual inspection. CONTRACTOR shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. Checklists will be completed and kept on file for AUTHORITY review.

4.6 Preventive Maintenance and Inspection

CONTRACTOR shall perform all preventive maintenance work on all vehicles and equipment used in the provision of the service associated with this agreement. CONTRACTOR shall adhere strictly to the preventive maintenance schedules in accordance with industry standards. This schedule shall be considered by CONTRACTOR to be the minimum requirement only, and shall not be regarded as reasonable cause for deferred maintenance in specific instances where CONTRACTOR employees observe that maintenance is needed in advance of schedule.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior consent of AUTHORITY. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete maintenance activities according to the

established maintenance schedule. All maintenance procedures must meet or exceed all manufacturer recommendations and comply with all California Highway Patrol regulations.

4.6.1 Wheel Alignment and Smog Check

The CONTRACTOR shall incorporate wheel alignments and emissions compliance ("smog") inspections into the CONTRACTOR's preventive maintenance (PM) program and perform such services at the intervals specified in the AUTHORITY's Maintenance Plan, applicable manufacturer recommendations, and all applicable regulatory requirements. Wheel alignments shall be performed using the AUTHORITY-furnished WinAlign HD heavy-duty alignment system and in accordance with the applicable vehicle manufacturer's alignment specifications. The CONTRACTOR shall operate, maintain, and calibrate the WinAlign HD equipment in accordance with the manufacturer's recommendations and shall ensure personnel performing alignment services are properly trained and qualified in its use.

The CONTRACTOR shall perform regular emissions compliance testing on all applicable vehicles using the AUTHORITY-furnished HEM Data DAWN OBD Inspector as part of the preventive maintenance program and shall promptly correct and document any deficiencies identified during testing in accordance with applicable California Air Resources Board regulatory requirements and the AUTHORITY's maintenance procedures.

4.7 Vehicle Repair

All repairs to revenue and non-revenue vehicles shall be performed either by or under the direction of CONTRACTOR unless otherwise specified or approved in writing by AUTHORITY. Repairs shall include, although not be limited to, work to correct loss, damage, or adjustments due to normal wear and tear of vehicles; body repair and painting due to damage; replacement or repair of worn or damaged seats; and, rebuilding or replacement of all vehicle components, systems or accessories, including but not limited to the video surveillance, CAD/AVL and fare payment systems, except as provided under this agreement. Repair work shall be conducted as soon as possible upon learning that such work is required. CONTRACTOR shall repair problems noted during scheduled inspections and on daily trouble cards on a timely basis. CONTRACTOR shall assure Yuba-Sutter Transit that required repairs shall not be deferred beyond a reasonable time. CONTRACTOR shall document the time and nature of repair work completed in response to identification of problems by staff or passengers.

Preventive maintenance and running repairs to revenue vehicles shall receive first priority in the application of CONTRACTOR'S resources. Major repairs, such as major component rebuilds or replacement, shall be second priority and performance of such work shall depend on the availability of resources. CONTRACTOR shall be expected to consult with AUTHORITY immediately when available resources cannot cover all maintenance and repair work. In such circumstances, work priorities shall be set by AUTHORITY and/or AUTHORITY may use other vendors and suppliers to make major repairs should CONTRACTOR be unable for whatever reason to perform this work. All

expenditures by CONTRACTOR for major repairs in excess of this agreement must be pre-authorized by Yuba-Sutter Transit and be procured by CONTRACTOR following standard AUTHORITY purchasing procedures.

All parts, materials, lubricants, fluids, oils and service procedures used by CONTRACTOR on all Yuba-Sutter Transit vehicles and equipment shall meet or exceed Original Equipment Manufacturer (OEM) specifications and requirements. All outside vendors, such as machine shops, component re-builders, or accident repair shops, shall be fully authorized by the OEM to make repairs and to utilize only parts, materials, lubricants, fluids, oils, and procedures that meet or exceed OEM specifications and requirements.

CONTRACTOR shall maintain records on all Yuba-Sutter Transit vehicles including warranty work, preventive maintenance, and repairs done on each unit. CONTRACTOR shall maintain and repair equipment in accordance with manufacturer's instructions and warranty conditions as well as general practices of the transit industry. Any insurance or warranty payment received by CONTRACTOR for loss or damage for which AUTHORITY is financially responsible shall be assigned to AUTHORITY. CONTRACTOR shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance functions. CONTRACTOR shall be responsible for any warranty deductibles that may accrue.

4.8 Engine, Transmission and Differential Overhaul and Replacement (Major Components)

CONTRACTOR shall be responsible for monitoring the condition and performance of vehicle engines, transmissions and differentials so as to maximize their useful life and avoid costly catastrophic failures. At a minimum, CONTRACTOR'S monitoring program shall consider miles accumulated; fuel, oil, transmission fluid and differential oil consumption trends; loss of power; and, erratic performance. A comprehensive fluid analysis program, to be approved by AUTHORITY, is required.

If CONTRACTOR determines that an engine, transmission or differential unit needs to be overhauled or replaced, CONTRACTOR shall notify AUTHORITY in writing detailing the reasons for such a determination. The notice shall include detailed findings and a summary of any data that supports the conclusion. If AUTHORITY determines that the need for such work resulted from poor maintenance, monitoring failure, neglect or abuse by CONTRACTOR, AUTHORITY shall not be liable for the cost of such work. To the extent possible, CONTRACTOR shall be responsible for the labor cost of removing and replacing the affected component and assist in the solicitation and evaluation of outside vendors for the desired overhaul or replacement.

4.9 Parts Inventory

CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle downtime and ensure that peak vehicle requirements are met. **All parts and any equipment or vehicles purchased in support of or under this agreement shall become the property of Yuba-Sutter Transit and**

shall be returned to AUTHORITY upon the completion or termination of this agreement for any reason.

4.10 Vehicle Cleaning

CONTRACTOR shall maintain Yuba-Sutter Transit vehicles in a clean and neat condition at all times. A vehicle cleaning and washing log will be maintained for AUTHORITY, reported in the monthly report and available for review upon request.

Exteriors on all buses shall be washed at least twice per week, including the bus body and all windows. All wheels shall be cleaned at least once per week. The interiors of all vehicles shall be cleaned thoroughly at least once per week, including all windows, seats, floor, stanchions and grab rails. All foreign matter, such as gum, grease, dirt and graffiti, shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery or graffiti of any kind will be repaired or removed immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month or more often as necessary. All fabric upholstery shall be mechanically shampooed at least twice annually or as needed. Every operating day, the interior of all vehicles shall be swept, dusted, and all trash and debris removed. In addition, the driver's daily inspection will include an evaluation of the bus's overall cleanliness.

On an semiannual basis, CONTRACTOR will perform complete vehicle detailing of each vehicle's interior and exterior, scheduled in a manner that does not adversely affect Yuba-Sutter Transit services. CONTRACTOR shall maintain a written record showing the date when each vehicle was detailed or is projected for future detailing and what specifically was done during each detailing service. This record shall be made available for AUTHORITY review upon request.

4.11 Bus Exterior & Interior Advertising Sign Maintenance

CONTRACTOR shall assist in AUTHORITY's bus exterior advertising program by making available, as requested, designated agency vehicles for the removal and installation of advertising signs by others. CONTRACTOR shall assist AUTHORITY with the placement, maintenance, and removal of printed advertising and messaging pieces (brochures, newsletters, and posters) in the buses as requested.

4.12 Fuel

According to established procedures, CONTRACTOR shall maintain accurate records of all fuel dispensed for the operation of the system whether from the bulk fuel storage tank supplied by AUTHORITY exclusively for fueling Yuba-Sutter Transit vehicles or from outside sources when necessary. CONTRACTOR shall provide a monthly report to AUTHORITY detailing gallons dispensed and miles per gallon for each vehicle for the previous month and for the year to date. When the fuel level of the bulk tank has been reduced to where a new fuel delivery is possible, CONTRACTOR shall immediately notify AUTHORITY to schedule a fuel delivery at the earliest opportunity to assure an uninterrupted supply of fuel and to maintain the highest average fuel level possible.

4.13 Outside Contract Services

CONTRACTOR shall not perform contract maintenance services using AUTHORITY's facility or assigned contract operating personnel without the written consent of AUTHORITY's Executive Director. The terms by which AUTHORITY shall be compensated for such use shall be negotiated on a case-by-case basis and must be mutually agreeable to both parties.

4.14 Facility & Equipment

4.14.1 Facility Cleaning & Maintenance

CONTRACTOR shall not be responsible for the general janitorial cleaning of the offices and restrooms in the Yuba-Sutter Transit operations facility except as necessary to maintain basic day-to-day cleanliness between scheduled services. CONTRACTOR shall be responsible for cleaning all shop areas, service areas, facility grounds, and parking areas.

CONTRACTOR shall be responsible for routine inspection and maintenance of facility equipment and components including but not limited to gates, roll-up doors, compressor, back-up generator, vehicle lifts, wash rack filter, and waste trap. If repairs are required to the facility or facility systems, CONTRACTOR shall notify AUTHORITY upon noticing that such a need exists.

The CONTRACTOR shall maintain the operations and maintenance facility, bus yard, parking areas, buildings, and all surrounding grounds in a clean, safe, orderly, and professional condition throughout the term of this Contract. The CONTRACTOR shall routinely remove litter, debris, refuse, and unauthorized materials from the site and shall ensure all work areas are maintained in a neat and sanitary condition.

The CONTRACTOR shall perform routine housekeeping and grounds maintenance, including, but not limited to, sweeping and cleaning shop floors, maintenance bays, sidewalks, parking areas, and paved surfaces; emptying trash receptacles; and maintaining stormwater drainage features and best management practices (BMPs) necessary to support compliance with applicable environmental requirements.

The CONTRACTOR shall also perform routine and minor corrective maintenance necessary to keep the facility in good operating condition, including replacement of lamps, bulbs, and ballasts; repair or replacement of minor building hardware; touch-up painting; pavement markings and parking lot striping; minor fence and gate repairs; adjustment and repair of doors and locks; maintenance of irrigation systems; and other similar non-capital repairs customarily associated with routine facility maintenance.

The CONTRACTOR shall promptly identify and report any condition requiring major repair, replacement, or capital improvement that is beyond the scope of routine maintenance. Unless otherwise expressly provided in this Contract, the AUTHORITY shall remain responsible for capital repairs, major building systems replacement, structural repairs, and other major facility rehabilitation. The CONTRACTOR shall take reasonable interim measures to protect personnel, equipment, and Authority property until permanent corrective action can be completed by the AUTHORITY.

4.14.2 Computer Hardware and Software

CONTRACTOR shall provide any and all computer hardware and software necessary for their firm's internal business activities and administration. Such computer equipment will not be connected to the Yuba-Sutter Transit network.

4.14.3 Office Supplies and Furnishings

CONTRACTOR shall provide any office supplies, furnishings and equipment that are determined to be necessary to the management, administration and operation of Yuba-Sutter Transit beyond those provided by the AUTHORITY. Upon expiration of this contract, including any extensions, title to such furnishings shall pass to the AUTHORITY without additional compensation.

4.14.4 ` Street Furnishings

CONTRACTOR shall provide emergency clean-up and/or securement of bus stop signs, posts, benches and shelters as necessary. Such clean-up or securement is occasionally needed in the event of damage to a shelter, sign, etc. where timely response is needed to ensure public safety. CONTRACTOR shall complete all emergency clean-up and/or repairs within 3 hours after receiving notice from the AUTHORITY.

4.15 Environmental Requirements

4.15.1 Spill Prevention, Control and Countermeasure Plan

CONTRACTOR shall prepare and maintain a Spill Prevention, Control and Countermeasure Plan ("Plan") in compliance with 40 CFR Part 112 for the Yuba-Sutter Transit Operating Facility located at 2100 B Street, Marysville CA and/or successor facilities as needed. A completed Plan shall be provided to AUTHORITY no later than 30 days prior to the start of service under this RFP and Plan shall be updated and revised as needed to ensure compliance with the requirements of 40 CFR Part 112 and to reflect any changes to the facility, equipment or maintenance and operating practices.

CONTRACTOR shall implement and carry out the actions specified in the Plan and shall document the performance thereof to the AUTHORITY as part of its monthly reporting.

4.15.2 Emergency Generator

CONTRACTOR shall conduct periodic and annual inspections of the on-site Emergency Generator and document same as directed by AUTHORITY. CONTRACTOR shall be responsible for general maintenance and consumable parts for the Emergency Generator.

4.15.3 EPA Hazardous Materials

CONTRACTOR shall be responsible for obtaining an EPA Identification number from the California Department of Toxic Substances Control, compliance with all Hazardous Waste Generator Requirements, and the disposal of any generated hazardous waste.

4.15.4 Superfund Amendments and Reauthorization Act (SARA) Title III, Tier II Reporting

CONTRACTOR shall be responsible for preparing and submitting the documentation and annual reporting required pursuant to the Emergency Planning and Community Right-to-Know Act (EPCRA) 311/312 reporting requirements. Owners and operators are required to prepare and have available Safety Data Sheets (SDS) under the Federal Occupational Safety and Health Administration (OSHA) Hazard Communication Standard and must submit an inventory of their hazardous chemicals to the State Emergency Response Commission (SERC), Local Emergency Preparedness Committee (LEPC), and the local fire department annually on March 1st. In California, this requirement is achieved through compliance with the Hazardous Materials Business Plan (HMBP) program.

More information about this requirement may be found at: https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/hazardous-materials/

4.15.5 Clean Truck Check

The Contractor shall perform emissions compliance testing on all applicable fleet vehicles on a regular basis using the Authority-provided hardware and software (HEM Data with the DAWN OBD Inspector™ system). Testing shall satisfy the requirements of the California Air Resources Board (CARB) Clean Truck Check (Heavy-Duty Inspection and Maintenance) program.

4.15.6 Storm Water Pollution Prevention Plan (SWPPP)

CONTRACTOR shall comply with and be responsible for implementing the AUTHORITY's Storm Water Pollution Prevention Plan (which is referenced in Section 2.11.1 and posted to the AUTHORITY's website).

4.16 Relocation to New Maintenance and Operations Facility

4.16.1 Contractor Responsibilities

The CONTRACTOR shall be responsible for planning, coordinating, and executing all activities necessary to relocate its operations and maintenance functions from the existing facility to the new facility located at 6035 Avondale Avenue, Linda, CA 95901. The CONTRACTOR shall prepare a comprehensive Transition Plan for the AUTHORITY's review and approval twelve (12) months prior to the anticipated relocation date and shall revise the plan as requested by the AUTHORITY throughout the transition period.

The CONTRACTOR shall relocate all personnel, equipment, tools, maintenance and administrative records, parts inventory, office furnishings, supplies, and other materials necessary to continue providing services under this Contract. The CONTRACTOR shall coordinate all relocation activities with the AUTHORITY and any affected third parties to ensure the transition is completed safely and efficiently, with no interruption to revenue service or

maintenance operations. Unless otherwise expressly provided in this Contract, the CONTRACTOR shall be responsible for all costs associated with planning and executing the relocation, including packing, transportation, installation, recommissioning of relocated equipment, and labor required to resume full operations at the new facility. No additional compensation shall be provided for relocation activities.

4.16.2 Transition Coordination

Beginning twelve (12) months prior to the anticipated occupancy of the new facility, the AUTHORITY and CONTRACTOR shall establish a joint Transition Working Group to collaboratively plan, coordinate, and monitor all activities associated with the relocation. The Working Group shall meet at intervals determined by the AUTHORITY, with meeting frequency increasing as the relocation date approaches, to review facility readiness, transition milestones, schedule updates, operational impacts, risk mitigation measures, and outstanding action items.

The CONTRACTOR shall maintain and periodically update the Transition Plan to reflect current project conditions, schedule changes, and operational requirements. The plan shall include, at a minimum, relocation sequencing, staffing transitions, equipment and parts inventory relocation, information technology and communications coordination, commissioning support, operational readiness activities, contingency measures, and procedures necessary to maintain uninterrupted transit service throughout the transition. The AUTHORITY shall review and provide timely comments on the Transition Plan and work collaboratively with the CONTRACTOR to resolve issues affecting the successful occupancy and commencement of operations at the new facility.

This collaborative planning process is intended to ensure a seamless transition, minimize operational disruptions, clearly define responsibilities, and support uninterrupted transit service before, during, and after occupancy of the new facility.

4.17 Preventative Maintenance Inspection (PMI) Schedules for Revenue and Non-Revenue Vehicles

4.17.1 More information about the PMI schedules is available at: https://www.yubasuttertransit.com/current-requests-for-proposals

SECTION 5 – REPORTS, RECORDS AND SURVEYS

5.1 Financial Records

Financial and accounting records related to the operations and maintenance of Yuba-Sutter Transit services shall be prepared and maintained in a complete, detailed and accurate manner, in accordance with generally accepted accounting principles, pursuant to the requirements of any applicable state or federal statute or regulation regarding accounting and financial reporting for publicly financed transit systems, including but not limited to, Level R or the Uniform Financial and Reporting Elements as required under the National Transit Database System (Section 15) of the Federal Transit Act of 1964, and Section 99243 of the California Public Utilities Code, as each of the foregoing are now in force or may hereafter be amended. Such records shall fairly and clearly disclose all of CONTRACTOR'S costs incurred by virtue of its operation of Yuba-Sutter Transit, including but not limited to, pay and employee benefits, materials and supplies, utilities, maintenance, contractual services, and all the related operating costs.

CONTRACTOR'S records shall be kept with sufficient detail to constitute an audit trail to verify that all costs charged to AUTHORITY by virtue of this agreement are due to the operation of Yuba-Sutter Transit's system only and are not due to the operation of any other service by CONTRACTOR. Such records shall be provided to AUTHORITY upon request for purposes of complying with federal, state and local reporting requirements.

5.2 Operating Reports

CONTRACTOR shall gather, maintain, prepare and submit to AUTHORITY such operating information, records and reports as may reasonably be required to allow AUTHORITY to evaluate and analyze the type and quality of the services provided pursuant to this agreement. Such information and records shall include, but not be limited to, passenger boardings by service, route, day and fare category; vehicle service and revenue hours and miles by service, day and route; required ADA information; farebox revenues received; vehicle mileage, fuel consumption; accident, incident and road call information; service quality information including missed trips, on-time performance, wait times, service complaints and unfulfilled service requests; staffing and training information; maintenance activity by vehicle including passenger lift, air conditioning and service availability status.

A monthly activity report including the above and any other pertinent information shall be submitted to Yuba-Sutter Transit by the 10th day of the month following the reporting period. The report shall highlight any problems encountered along with suggested solutions.

CONTRACTOR shall be solely responsible for conducting all required surveys, compiling data in the required format and submitting reports to AUTHORITY for compliance with the National Transit Database System (Section 15) of the Federal Transit Act for motor bus, commuter bus and demand response services.

Maintenance Records

CONTRACTOR shall prepare, maintain, reduce to written or electronic form and make available to Yuba- Sutter Transit, records and data relative to vehicle, vehicle accessory and radio system maintenance. Maintenance records shall be maintained on each vehicle indicating all warranty work, preventive maintenance, mileage, road calls, fuel and oil consumption, downtime and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable requirements of state or federal statutes, as well as any needs of AUTHORITY to accurately enable it to evaluate CONTRACTOR'S maintenance performance.

Records of all maintenance and inspections shall be made available to AUTHORITY, the California Highway Patrol and other such regulatory agencies with jurisdiction when requested. AUTHORITY maintains the right to inspect, examine and test, at any reasonable time, any equipment used in the performance of maintenance work in order to ensure compliance with this agreement. Such inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. CONTRACTOR shall transport any or all vehicles to any required inspection facilities when requested. In the event that CONTRACTOR is instructed by AUTHORITY or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

All maintenance records and reports shall be retained and maintained for as long as each vehicle is owned and/or operated by AUTHORITY or until this agreement expires or is terminated. Such documents shall be released to AUTHORITY upon the disposal of any vehicle or upon the expiration or termination of this agreement.

5.3 Surveys

AUTHORITY will design and CONTRACTOR will assist, to the extent practical, in the conduct of periodic surveys during the term of this agreement. CONTRACTOR shall cooperate with AUTHORITY in any such activities by making available needed equipment, facilities and personnel accordingly at no additional expense to AUTHORITY. This shall include, but not necessarily be limited to, NTD required passenger mile (i.e., boarding and alighting) surveys and occasional passenger satisfaction surveys.

5.4 Claims Management

The CONTRACTOR shall establish, implement, and maintain a comprehensive claims management program for the timely reporting, investigation, documentation, tracking, resolution, and administration of all incidents, accidents, and claims arising out of or related to the performance of services under this Contract. The CONTRACTOR shall submit the program to

the AUTHORITY for review and approval no later than thirty (30) days before the start of service, and shall submit any material revision for approval before implementing it. The program shall encompass all claims, including but not limited to passenger injuries, bodily injury, third-party property damage, claims alleging violations of Title VI or the Americans with Disabilities Act, vehicle collisions, physical damage to revenue and non-revenue vehicles, and damage to AUTHORITY-owned facilities, equipment, and other property.

The CONTRACTOR shall report to the AUTHORITY, in a format approved by the AUTHORITY, any incident associated with the operation or maintenance of the Services that:

(a) involves an accident involving an AUTHORITY revenue or support vehicle;

(b) involves criminal activity on AUTHORITY vehicles or premises or affecting the Services;

(c) involves any reported injury to a passenger or other person;

(d) results in property damage in excess of two thousand five hundred dollars ($2,500);

(e) involves passenger access issues or complaints under the Americans with Disabilities Act or Title VI; or

(f) may become a claim or an insurance claim.

The CONTRACTOR shall submit incident reports within forty-eight (48) hours of becoming aware of the incident, along with an outline of a schedule for the CONTRACTOR’s response plan. Incident reports may be submitted in draft form as initial notifications and amended as additional information becomes available. The CONTRACTOR shall provide the AUTHORITY with the reports and conclusions of its investigation of each incident.

The CONTRACTOR shall conduct a prompt and thorough investigation of each incident, preserve all relevant evidence, obtain witness statements, collect photographs, video recordings, operator reports, vehicle data, maintenance records, and any other documentation necessary to support the investigation and claims process.

The CONTRACTOR shall maintain complete and accurate records of all incidents and claims, including the status of investigations, corrective actions, communications, insurance notifications, settlement activities, and claim disposition. Such records shall be maintained in an organized claims management system and made available to the AUTHORITY upon request.

The CONTRACTOR shall designate a qualified Claims Coordinator who shall serve as the primary point of contact with the AUTHORITY, insurance representatives, legal counsel, and regulatory agencies, as applicable. The Claims Coordinator shall provide timely updates regarding the status of significant claims, pending litigation, settlement negotiations, and any trends or recurring issues identified through claims analysis. The Claims Coordinator shall respond to AUTHORITY requests within one (1) business day.

The CONTRACTOR shall provide the AUTHORITY with written incident reports and claims status reports as part of the monthly activity report required

by Section 5.2. In addition, CONTRACTOR shall notify the AUTHORITY in writing within two (2) business days of any material developments affecting a claim, including the initiation of litigation, receipt of attorney representation, settlement demands, or other matters that may expose the AUTHORITY to liability or financial risk.

The CONTRACTOR shall give timely notice of each incident and claim to its insurers as required by the policies under Section 7 of the Agreement, including tender on behalf of each additional insured, and shall provide the AUTHORITY copies of any acknowledgment, reservation of rights, or denial of coverage within five (5) business days of receipt.

The CONTRACTOR shall implement corrective actions and risk mitigation measures identified through incident investigations and claims analysis and shall document the completion of such actions. The CONTRACTOR shall cooperate fully with the AUTHORITY, insurance carriers, legal counsel, law enforcement agencies, and regulatory authorities in the investigation, defense, resolution, and administration of all claims arising under this Contract.

The CONTRACTOR shall handle all claims information in compliance with applicable privacy, data-protection, and public-records laws, and shall not release claim information to any third party without the AUTHORITY's authorization except as required by law.