

**Request for Proposals (RFP) for a  
Automated Vehicle Locator (AVL) /Real Time  
Passenger Information System (RTPIS)**



**TUOLUMNE COUNTY TRANSIT AGENCY**

RFP Submission Deadline:  
**February 14, 2019, 3:00 p.m. PST.**

Tuolumne County Transit Agency  
2 South Green Street (Mailing)  
48 W. Yaney Ave (Physical)  
Sonora, CA 95370

Issued January 4, 2019

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## **NOTICE**

The Tuolumne County Transit Agency (TCTA) is responsible for administering and maintaining Tuolumne County Transit. The TCTA is soliciting proposals for the continued implementation of our existing Real Time Passenger Information System (RTPIS) for our transit fleet. The objective of the RTPIS is to improve the efficiency, emergency preparedness, and reliability of the Tuolumne County Transit (TCT). The TCTA desires a service that manages on-time performance of transit and is able provide real time passenger information to the general public.

### **1.0 INTRODUCTION**

#### **1.1 BACKGROUND**

Tuolumne County Transit (TCT) is a public transit service provider for Tuolumne County. TCT operates five fixed route services to the City of Sonora, Jamestown, Columbia, East Sonora, Mi Wuk Village, Willow Springs, Twain Harte, Sierra Village, and Tuolumne. TCT fixed route service operates Monday thru Friday daily, except on weekends. TCT also operates seasonal fixed route transit services on the weekends including a Ski Bus, service to Pinecrest, and the Adventure Trolley, and special event day service to parades and festivals. TCT operates a deviated on-demand flex route for all five fixed route services.

The TCT fleet consists of a total of 20 buses. The breakdown of buses include: twelve 25.5' buses, three 30' Glaval buses, and five 30' Supreme Trolleys.

The TCT is also responsible for the Dial-A-Ride system. A unique aspect of our bus system, nine of our buses perform fixed route and dial-a-ride duties with a total of 12 dial-a-ride buses. Maps of individual routes and more detailed service information can also be found on the TCT website. [www.tuolumnecountytransit.com](http://www.tuolumnecountytransit.com)

#### **1.2 Existing Bus Tracking System**

The Tuolumne County Transit Agency (TCTA) implemented a new automatic vehicle locator (AVL) - Bus Tracking System in 2014. We have purchased 16 mobile data terminals (MDT's) for our fixed route. 20 (VLs) Routers, 20 GPS antennas, and three Automatic Passenger Counters (APC's). We have attached information on our Existing hardware in specifications in Attachment A.

## **2.0 SCOPE OF WORK**

Tuolumne County Transit Agency (TCTA) is seeking a four year agreement with an option to renew for two additional years. This contract agreement will continue our existing real-time passenger information system platform, which informs passengers of real bus arrival and departure times. TCTA is seeking mapping information to track vehicle locations en route and in real-time and provide a visual mapping display.

This system must provide route and vehicle information in real-time via web interface to passengers, the dispatcher, and managerial personnel. The system must be equipped with reporting capabilities to accurately data stream operation service information (e.g., route timing, passenger wait time, trip counts, operator performance, vehicle speed and movement). This is essential for the completion of performance metrics, the analysis of daily operation, and long term project planning and analysis.

### **Goals for this proposal:**

- Integrating TCT's new and existing bus technologies into one easy to use platform and procuring one contractor to manage all of TCT's bus technologies.
- Simplifying the submittal or creation of transit data for use in the real time passenger information platform.
- Providing timely and prompt customer service.

### **Optional Goals**

- Optional - Capable of providing/partnering with a 3<sup>rd</sup> party to deploy an automated fare collection system as part of this proposal or at a future date.
- Optional - Deploying a WIFI system on all 20 of our buses as part of this proposal or at a future date.
- Optional – Providing optional technology requests as listed in the project Scope of Work.

## **2.1 Required Scope of Work Items**

### **A. Using Our Existing AVL Hardware or Proposing to Use New AVL Hardware**

The Contractor may describe how the proposal can utilize all or some of our existing Automatic Vehicle Locator (AVL) hardware or the Contractor may propose to use new AVL equipment. If the proposal cannot use TCT's existing AVL equipment, the Contractor must

describe why they cannot use our existing hardware. If there are any additional costs needed to update or improve our existing hardware, they need to be included as part of the proposal. Please review Attachment A for more details on our existing hardware. Bonus points will be given to proposals that can utilize all or part of our existing hardware. If the Contractor is proposing to use new hardware for our bus system, we are interested in the cost for new hardware for 1 bus, and the entire fleet (20 Buses). This option is not a requirement.

- Must be a Turnkey ready system including optional items.
- All new hardware shall remain under warranty for the first year of contract.
- TCTA is interested in purchasing and/or leasing AVL hardware equipment.

### **B. Wireless Service**

Our current real time information company purchases AT&T wireless service for our GPS trackers.

- The Contractor may propose either purchasing the wireless cellular service on behalf of Tuolumne County Transit or may propose having TCT purchasing the cellular service directly. Also the Contractor may propose both options in the Contractor's proposal.
- We are requesting the Contractor describe which cellular network they plan to utilize.
- If Contractor proposes to replace our existing hardware with new equipment, we recommend purchasing AVL hardware that communicates with Verizon Wireless cellular service since they have the best overall coverage in Tuolumne County.

### **C. Rider Interface - Real Time Information, Maps, and Predictions**

The Proposal is required to include provide a visual mapping display with information that shows vehicle GPS locations en route in real-time. The GPS readings of the bus location must occur in real-time with vehicle location information posted on a Graphic User Interface map display available on a public website and viewable through various devices (Smartphone, Kiosk, Bus Stop, PC, etc.). The system should be equipped with a notification service, whereupon users can subscribe and be able to select one route or multiple routes and be notified when the next bus is coming.

- Real time tracking means that a vehicle's location is reported via an automatic vehicle location (AVL) device and installed on each vehicle and transmitted to an internet server with a delay of not more than 60 seconds. This is done through the

use of GPS for pinpointing the location and a wireless communication system for transmitting the information to an internet server.

For the user interface, the proposal must include these features:

- **Bus Arrival Predictions** – Riders should be able to receive accurate and reliable bus predictions from these types of devices:
- **Public website.** Riders should have the ability to view arrival predictions for all route bus stops on a public viewable website that is hosted and created by the Contractor.
- **Cell Phone Application on iPhone and Android.** Riders should have the ability to view arrival predictions for all route bus stops on a cell phone application including iPhone and Android marketplace that is hosted and created by the Contractor.
- **SMS – Text Messages.** The system should allow riders to access arrival predictions via a SMS text messaging for all fixed route bus stops in the transit service area.
- **Optional – Dial in Phone system.** We currently have a local phone number that riders can call and receive a prediction for each bus route and bus stop. This is an optional item that proposers may or may not choose to provide this option for riders.
- **Live Map System.** The riders should be able to easily access a live-map from the website and cell phone application.

#### **D. Providing Arrival Predictions for Tuolumne County Transit’s Unique Public Transit System**

We are requesting the proposals answer these three questions. We are also seeking more detailed information on how proposals can or cannot provide these services. If Contractor can provide these services please provides examples and case studies from other agencies. Failure to respond to these questions will result in proposals losing points.

- **Can the Contractor provide accurate and reliable predictions for our deviated-on demand fixed route bus stops?**

All five of our fixed routes have bus stops that riders have to call our office (Dispatcher) and request bus service to these bus stops in advance before the bus departs at the beginning of each run. Our current company does not provide predictions for any

deviated-on demand bus stops. We are interested in any Proposal that can provide deviated on-demand predictions, reports, and data on these bus stops. If Contractor can provide these services, please provides examples and case studies from other agencies.

- **Can the Contractor provide accurate and reliable predictions for our special one-day and weekend special event day service?**

Some of these events are held at the same locations (Fairgrounds) with identical bus stop pickup and drop-off locations. If Contractor can provide these services, please provides examples and case studies from other agencies.

- **Can the Contractor provide the ability to login and log-out of our paratransit buses into the management interface?**

Currently our paratransit buses can be logged-in and logged-out with the management staff in to a paratransit job which is color coded with a Dial-A-Ride status bar. If Contractor can provide these services, please provides examples and case studies from other agencies.

#### **E. User Service Agreement, Maintenance, and Updates to the Real Time Information System**

The Proposal must describe the maintenance and up keeping of our existing real-time passenger information system. The TCTA is interested in learning about the customer service provided to customers.

- Does the contractor have a user service agreement for upkeep of predictions, maintenance and updates to our real time information system?
- In the proposal, we are requesting Contractors describe the process for submittal of our transit schedule data such as GTFS data or another form of data format.
- We are interested if there is another form of creating or utilization of online software to generate our transit schedule data.
- We are requesting the Contractors describe in detail the responsibility for maintaining and updating our transit schedule and route map data.
- We are requesting knowledge of customer support service for issues pertaining to hardware and software glitches.
- How timely of responses from the Contractor is proposed to maintain in duration of the Agreement.

## **E. Management Interface – Maps, Reports, and Data**

The Vehicle Tracking Software must provide a graphical user interface Graphic User Interface real-time automatic vehicle location data display. Vehicle icon on the map display shall clearly indicate Vehicle ID, Route Direction, and Location. Further layered information on the vehicle should include Run Trip, Date/Time and Speed. The Contractor should provide detailed explanation of existing maps and software mapping components and how they work with other components of the system. Screen shots of display windows utilized by dispatch and/or the passenger should be provided describing key features, attributes, and the information available within the mapping component. The Contractor should describe in detail all traveler supported components that it provides, to include the features within each component as well as software and hardware required for implementation.

The Bus Tracking software must include one integrated map with detailed maps of the service area region. The map views should include standard map display features (zoom in/out, panning, etc.). The maps should have an automatic refresh feature with the option of refreshing the map view 'upon-demand' by the dispatcher. The geo-spatial object management portion of the system should provide capabilities to trace routes, place stops and landmarks on the map for dispatchers and the general public to see. The mapping component shall also include a navigational request.

The Real Time Passenger Information System must include a Route Management module which can be utilized by the dispatcher to effectively manage the route and determine the location of any vehicle in service. The system must provide the dispatcher the necessary real-time information to manage vehicle fleets whether they are on fixed shuttle routes, in the yard, or on special on-demand detours on route. The system should display the time each bus arrives at each stop per route and the "wait times" (e.g., how long the bus is at the stop). The software should include a GUI real-time dispatch display that clearly indicate status (i.e., color-coding), with emphasis on bus arrival times at designated stops based on the average speed of the bus and traffic impacts. The vehicle icon on the dispatch display should clearly indicate Vehicle ID, Route, Directional Status, Arrival Time, Departure Time, and Date & Time of last GPS update.

The Real Time Passenger Information System must include a public interface that provides customers with bus location information. At a minimum, the bus locations are



to be displayed on a map available on the web. Desired functionality includes details available for each bus (showing route, time at last stop or last time point, minutes late/early, etc.). The Contractor should also describe other information distribution interfaces that are available with their product such as stop-based electronic displays, text/SMS messaging, and etc. TCTA may not choose to implement these additional features if their ongoing cost is too high, but the availability of multiple interfaces will be an important benefit.

Access to all real-time and archived vehicle location data must also be available to third party applications for external development purposes. The Contractor should indicate which method would be used (XML, RSS, JSON, SQL, etc.).

#### **F. Contract Agreement**

Tuolumne County Transit Agency (TCTA) is seeking a four year agreement with an option to renew for two additional years. We have attached the Draft Agreement as Attachment B. If there are any changes proposed to the Draft Agreement, they must be proposed as part of the proposal.

#### **G. Project Management and Administration**

There will be a Kick-off Meeting for this project to introduce the project team, identify roles, establish lines of communication and responsibility, future planned technologies and finalize project schedule. Bi-weekly and monthly reports on progress of scope of work completion and estimates of remaining work on each tasks.

### **2.2 - Optional Scope of Work Items**

Additional bonus points (up to 10 points) will be provided to contractors that propose and provide cost estimates for these optional services/hardware. Contractors should explain how they will facilitate the implementation, managing and upkeep of each optional items.

#### **A. Mobile Fare Payments**

The Contractor may propose a mobile fare payment system for Tuolumne County Transit. The mobile fare payments will help improve convenience for riders with smartphones. Options in the mobile fare payments include adding an online account, mobile payment and electronic ticket capability to a mobile app for riders. It will also provide self-service and managed service options for customer service and revenue management to agencies, authorities and operators.

## **B. Wi-Fi Service**

The Contractor may propose a Wi-Fi data coverage plan for all 20 of our buses that can be used for offering free Wi-Fi service on the bus. We prefer to use Verizon Wireless cellular coverage since they have better overall coverage in Tuolumne County. Our current real time information company purchases AT&T wireless service for our GPS trackers.

## **C. Automatic Passenger Counters (APC's)**

The Contractor may propose new APC's or the Contractor can propose on using our three existing Automatic passenger counters (APC's). We currently have three automatic passenger counters on three of our buses which we rotate around different routes. If there are any additional costs needed to update or improve our existing hardware, they need to be included as part of the proposal. Please review Attachment A for more details on our specific APC's. Bonus points will be given to proposals that can utilize existing our APC's.

## **D. Destination Signs**

The Contractor may propose how they can utilize some or all of our existing destination signs. Please describe why you cannot use all our existing destination signs. If there are any additional costs needed to update or improve our existing hardware, they need to be included as part of the proposal. Please review Attachment A for more details on our specific destination signs. Bonus points will be given to proposals that can utilize our existing destination signs.

## **E. Automatic Vehicle Announcement System (AVAS)**

The Contractor may propose an Automatic Vehicle Announcement System (AVAS) that is fully compliant with the Americans with Disability ACT (ADA). We are interested in proposals that have an Automatic Volume Control & Voice Modulation to lower and increase the volume. We are also interested in manual Stop Request Feature which riders can push or pull.

## **F. Extended Warranty/Maintenance Service**

The Contractor may propose an optional extended warranty service if needed. We are interested in annual fee invoiced for all of the hardware devices. The maintenance quote should include but not be limited to: annual preventative maintenance checks on all contract equipment and reports to the TCTA on equipment conditions, repair work

performed by the Contractor and an inventory report of TCTA owned equipment. Any equipment replaced or removed from the system for disposal is the property of the TCTA and is not to leave the premises without the prior written consent from the Executive Director. The maintenance service fee would complement the standard/limited warranty or begin once the warranty has expired.

## **2.3 - TECHNICAL REQUIREMENTS**

### **A. Data & Infrastructure**

The Contractor should recommend a data network that will provide real time vehicle location data. The data network must utilize real-time with a built-in resolution for dead-zones. The Contractor should define the specifications for the data communications protocols and the time delays that will occur between capture of GPS coordinates and data transmission to the map views. The Contractor should state the maximum number of vehicles that can be supported by the data communications being proposed. Additionally, the Contractor should describe in detail the means for monitoring the status of communications between each vehicle and the central dispatch center. The Contractor should clearly identify all equipment necessary to transmit data between vehicles and the dispatch center. The Contractor must identify how the proposed data network will resolve for potential interference restrictions (i.e., dead-zones). The Contractor must describe in detail all hardware, software, wiring, and interconnections necessary to include pricing for the automatic transferring of data between vehicles , central dispatch, and posting data to graphical user interface (GUI) map views.

### **B. Software and Hardware Requirements**

TCTA prefers an Application Service Provider ASP solution, whereby the ASP will manage and distribute information from a central data center. The Contractor is to respond to the requirements below for purchased hosted software applications:

1. The Contractor is to assume responsibility for a complete delivery, setup, configuration, and installation of software and hardware. The Contractor must work directly with hardware vendors to provide a smooth and seamless data transmission between communications devices and software applications.
2. A system solution that uses proven open technology with minimal operational impacts to passengers, vehicle operators, and dispatchers and a system which requires minimal system customization. Any new or customized software

requiring further development shall be indicated in the proposal. TCTA must approve the design and functionality of any new or customized software prior to development.

3. All equipment must be current production/state-of-the-art, commercially rated and manufactured by well-established and reputable manufacturers. Equipment must be readily available for the expected life-span of the system as needed for repair, replacement, or expansion/upgrades.
4. The Contractor must certify that the proposed equipment is designed for and suitable for the TCTA's intended purpose of demand-response and fixed route services which require long-life and high reliability under adverse conditions.
5. All electronic equipment should be solid-state design, and all equipment housings should be waterproof and dust-proof.
6. All Contractor provided on-board equipment should operate properly under the environmental conditions encountered on board the vehicles including conditions pertaining to temperature, humidity, dust/dirt, power variations, shock, and vibration.
7. The Contractor proposal must include all vehicle wiring and connectors required for the equipment. The wiring and connectors should be appropriate to the transportation environment where the equipment is to be installed. Shielded cables should be provided where necessary to avoid interference problems.

### **C. Warranty and Maintenance**

All components of the Real Time Passenger Information System should include a standard/limited warranty that begins once the system is installed for TCTA by the Contractor. The Contractor should provide a copy of the warranty and maintenance terms in the proposal. The Contractor should specify the following;

1. Hardware, software, and vehicle equipment maintenance agreement terms, including the level of support provided.
2. The services provided what are the turnaround times for hardware repairs, etc..
3. Toll free technical support number provided during the hours of 8:00 a.m. to 5:00 p.m. PDT Monday through Friday. Include information on evening and weekend support hours and services.

If the Contractor is hosting the system, a notification should be provided prior to any scheduled downtime and as soon as possible regarding any unscheduled downtime with a detailed explanation including length of service interruption. Up-time should be 99.9%.

TCTA retains the right to negotiate purchase/warranty terms where appropriate. TCTA also has the option of accepting or rejecting an extended warranty/maintenance agreement. The Contractor should state in the proposal any extended warranty/maintenance agreements that are available for the proposed equipment. The Contractor should include their annual software and hardware maintenance escalation percentages. Additionally, the Contractor should include descriptions of how new versions/upgrades of the software are released and what options customers have to migrate to these new versions. Specify if the new versions/upgrades are included in the purchase price.

#### **D. Data Storage and System Reporting**

The Real Time Passenger Information System shall collect vehicle location data and store it for reporting. The reporting component should provide monthly, annual, year-to-date, and ad-hoc operational reports on vehicles, drivers, locations, etc. We are requesting access to two years' worth of data and storage on the website/module. Reports that we are requesting as part of our proposal include:

1. On-time performance reports, including early and late stop departures and wait times.
2. Vehicle usage (demand-response and fixed-route usage, etc.).
3. Route statistics (schedule adherence, historical routes driven, defined routes, off-route vehicles, etc.)
4. Replay Map. With the ability to replay the previous 2 years' worth of bus location based data on a map.

The Contractor should describe in detail the types of reports that available and if the reports listed above are available or not. We are also interested in additional customized reports available for future deployment of automated fare collection, destinations signs, and etc. If one or more of the reports are not currently available, the Contractor should include the cost for developing such reports as a separate line item.

#### **E. Documentation**

All aspects of the Real time Passenger Information System and individual components should be clearly and thoroughly documented for both technical and non-technical support staff and for end-user understanding. Documentation should encompass detailed product descriptions as well as step-by-step instructions on how to utilize the equipment.

Documentation should be geared towards varying audiences to include vehicle operators,

dispatchers, network support staff, area managers, transit operators, and maintenance technicians. Documentation materials should be broken into the following areas and/or functions;

1. Computer hardware, systems software, and equipment specifications.
2. End-user focused materials on "How To" operate the equipment within each of the Real Time Passenger Information System components. For example, detailed step-by-step instructions should be included for:
  - a. Traveler Information Features (Web Interface, etc.)
  - b. Map Creation and Views (Zooming, Multiple Views, Map Maintenance, etc.)
  - c. Wireless Data Communications (Usage of wireless equipment and data transmission procedures)
  - d. Route Management and Performance (Dispatcher)
  - e. Data Storage and Reporting (Report Generation, Ad-Hoc Report Creation, etc.)
  - f. Data Access including API for use in developing 3rd party applications.
  - g. Automatic Passenger Counters- If proposed (Equipment and Maintenance)
3. On-going support with various options (on-line, phone, etc.)
4. Toll free support number provided during the hours of 8:00 a.m. to 5:00 p.m. PDT Monday through Friday. Include information on evening and weekend support hours and services.

The Contractor should provide a sample of the documentation in the proposal. Upon installation, the successful Contractor will provide complete documentation and training materials.

## **F. Training**

The Contractor should provide training support to address all aspects of the Real Time Passenger Information System and including any individual component. The Contractor should provide on-site consultation and training throughout the implementation process. Training should be provided for both technical and non-technical support staff and end-user administrators. Training should encompass demonstrations of the overall product and individual component parts. Step-by-step instructions should be demonstrated on how to install and/or use the equipment for varying audiences to include vehicle operators, dispatchers, network support staff, area managers, transit operators, and maintenance technicians. Detailed documentation materials (as described above) should be included in

training sessions to provide the level of depth required to effectively administer and operate the Real Time Passenger Information System and its component parts. The Contractor should describe following the training support and service:

1. Toll free support number provided during the hours of 8:00a.m. to 5:00p.m. PDT, Monday through Friday. Include information on evening and weekend support hours and services.
2. On-site system implementation consultation and support. State the number of hours provided.
3. Hardware/equipment and vehicle installation training. State the number of hours provided.
4. Field training for dispatchers, field supervisors, and field operators. State the number of hours provided.
5. Administrator training for administrators and support staff. State the number of hours provided.
6. Training for the 'trainers'. State the number of training hours provided.
7. On-going training support and various training options. Describe in detail the training support and service and suggest a training plan with proposed timelines for varying stages before after and during the project.

### **3.0 - GENERAL INFORMATION/TERMS AND CONDITIONS**

#### **3.1 ISSUING OFFICE**

This RFP is issued by the Tuolumne County Transit Agency.

#### **3.2 PURPOSE**

This RFP provides prospective Contractors with sufficient information to enable them to prepare and submit a proposal.

In this RFP, the term “TCTA” shall be understood to mean “Tuolumne County Transit Agency”, “Contractor”, as used herein, shall be understood to mean the individual, company, corporation or firm whose product is selected for purchase. Until a purchase is recommended and approved, the term shall be understood to mean the individual, company, corporation or firm formally submitting a “proposal” to this RFP. The term “proposal” as used herein, shall be

understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instructions, and specifications stated herein with exceptions clearly stated.

### **3.3 SCOPE**

This RFP contains the instructions governing the proposals to be submitted and the material to be included therein. Mandatory requirements within must be met to be eligible for consideration.

### **PROJECTED SCHEDULE OF ACTIVITIES**

- RFP let, **January 4, 2019.**
- Last day to submit questions: **January 14, 2019.**
- Questions and answers distributed to RFP recipients: **January 18, 2019.**
- RFP Submission Deadline: **February 14, 2019, 3:00 p.m. PST.**
- Interviews and product presentation: **(If Necessary February 18-21)**
- Contract Approved by TCTA: **April 2019 (estimated).**

The TCTA is hereby requesting proposals from Contractors who have an interest or are known to do business relevant to this RFP.

### **3.4 Questions/Communications**

It is the TCTA's intent to provide the same information to all proposers. Questions will not be answered individually by telephone. Any oral responses to questions are not binding on the TCTA. Prospective proposers may make written inquiries by email to obtain clarification of requirements. The TCTA will post all of the questions received, along with TCTA's written responses, to the TCTA website, <http://tuolumnecountytransportationcouncil.org>.

**It is the responsibility of the proposers to check the TCTA website to review the questions and responses.** Except for questions that might render the award of the Agreement invalid, the TCTA will not respond to any questions submitted after January 14, 2019. Any communications related to this RFP should be directed to:

Alex Padilla, Project Manager  
Tuolumne County Transit Agency  
[apadilla@co.tuolumne.ca.us](mailto:apadilla@co.tuolumne.ca.us)



### **3.5 ADDENDUM**

Any changes to this Request for Proposals will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Request for Proposals, and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on the TCTA website. **It is the responsibility of the proposers to check the TCTA website for any addenda.** Contractors must certify receipt of the addenda on the appropriate form (see ADDENDA ACKNOWLEDGMENT) to be included and submitted with their proposal.

### **3.6 PROPOSAL SUBMISSION/REQUIRED SUBMITTALS**

The Contractor shall include a complete project management plan including deliverables, implementation approach, and testing/validation procedure.

The Contractor is required to submit one signed paper original (original in paper and a CD version. Signature on CD is not necessary) and four (4) hard copies of the full response to this RFP. The official copy containing the required original signatures shall be identified by a sealed envelope marked “**PROPOSAL – TCTA AVL & RTPIS SYSTEM**” and addressed as required. The remaining copies may be boxed for convenience. Each copy must include a complete proposal and any other required information for TCTA evaluation.

The proposal package must be received on or before **February 14, 2019, 3:00 p.m. PST.**, at the address given below:

#### **Mailing and Express Package Address:**

Alex Padilla, Project Manager  
Tuolumne County Transit Agency  
2 South Green Street (mailing address),  
48 West Yaney Avenue, 3<sup>rd</sup> Floor (physical address)  
Sonora, CA 95370

Proposals will be received only at the address shown above, and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and will not be accepted. No e-mailed or facsimile proposals will be considered. The TCTA time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

A Contractor may withdraw its proposal any time prior to the fixed deadline for receipt of proposals (closing date), by submitting to the TCTA contact, Alex Padilla, a written notification of its withdrawal, signed by the Contractor or its authorized agent. The Contractor may thereafter submit a new or modified proposal prior to such date and time set for receipt of proposals.

The TCTA reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the TCTA to do so.

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the TCTA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Selection Committee has completed its evaluation and, or if, contract negotiations are complete.

### **3.7 NEWS RELEASES**

The Contractor may not distribute any announcement or news release regarding this project without written approval by the TCTA. Any materials to be provided to regulatory agencies, other entities, or to the public shall be submitted to the TCTA for review and distribution unless otherwise directed by a TCTA representative.

No form of the TCTA's name shall be used in promotional materials, signs, announcements or other forms of communication or advertising originated by Contractor unless the TCTA's express written permission for such use has been obtained in advance. All material submitted regarding this RFP becomes the property of the TCTA. TCTA is not liable for any cost incurred by the Contractor prior to issuance of an agreement, contract or purchase order.

TCTA intends to make a proposal selection for contract negotiation within the period indicated in the Schedule of Activities. Proposals in the possession of the TCTA at the closing time for receipt of proposals are considered final and will be held as an irrevocable offer for one hundred eighty (180) days from that date.

The Contractor must submit any additional information or data not requested in this RFP which TCTA believes must be considered in the evaluation of a proposal.

### **3.8 EVALUATION CRITERIA**

A Selection Committee, appointed by the TCTA Executive Director, shall review each proposal and if necessary will conduct an interview with the Contractor's project management and key personnel of the most qualified firm.

The Selection Committee shall rate each contractor's proposal and identify the rank of proposals in a selection order based upon the following criteria:

#### *Rating Items*

1. Contractor Qualification, specialized experience, qualifications, and technical competence as related to the services required. (25 points)
2. Contractor's System Capabilities including the demonstration of a clear understanding of the project as evidenced in their written and/or oral proposal. (25 points)
3. Candidate's applicability/success of like projects as presented in the proposal. (25 points)
4. Candidate's lump sum cost proposal and personnel hours allocated to each task. (25 points)

#### *Bonus Points*

5. Candidate's proposal uses all or part of our existing AVL hardware including but not limited to MDT's, VLU's, Antennas, and/or APC's. (10 points)
6. Candidate's RFP proposal includes some or all of the optional items listed in the Scope of Work with a cost proposal. (10 points)

### **3.9 CONTRACTOR SELECTION**

Upon completion of the rating of the contractors, the TCTA Executive Director may negotiate a draft agreement with the top-ranked Contractor. A Draft Agreement to be executed by the

parties is included as Attachment B to this RFP. The goal of negotiation is to agree on a final agreement that will deliver the services or products required at a fair and reasonable cost to the TCTA.

If a draft agreement cannot be reached with the top ranked candidate, the negotiations are terminated. Negotiations then may be opened with the second choice and the process repeated. When negotiations are terminated with the Contractor, negotiations will not be reopened with them during this process. If an agreement cannot be reached with any of the Contractors recommended by the Selection Committee, the Selection Committee will be asked to make additional recommendations.

TCTA hereby notifies all proposing contractors that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that proposing Contractors will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability in consideration of award. In addition, the TCTA requires that any Contractor hired by the TCTA to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability.

The TCTA retains the right to reject any and all proposals which do not comply with provisions of this request for proposals or for unforeseen reasons related to funding of this project. Award will be made to the qualified proposer whose proposal will be most advantageous to the TCTA, with price and all other factors considered.

### **3.10 SPECIFICATION REQUIREMENT**

All proposals must meet or exceed the specifications provided herein. Evaluation of the extent to which proposals meet specifications will be performed SOLELY and determined SOLELY by the TCTA.

### **3.11 FORMAT OF RFP RESPONSE**

Proposals must be submitted in the same format as the RFP, inclusive of all sections and appendices. Contractor is required to identify each section of the RFP and respond accordingly. The proposal shall be prepared in a straightforward and concise manner, identifying clearly and succinctly any and all deviations and enhancements. Emphasis should be placed on the conformance to the RFP instructions, responsiveness to the RFP requirements and

completeness and clarity of content. The Contractor should include a Table of Contents that gives page numbers and should be in sufficient detail to facilitate easy reference to all requested information.

The Contractor shall be signed by an individual who is authorized to bind the Contractor contractually and shall show the name of the company. The signature should be presented at the beginning of the proposal. The name and title of the individual signing the form should be typed immediately below the signature. An unsigned proposal shall be rejected.

### **3.12 FINAL ACCEPTANCE**

The Contractor may be required to submit a written progress report at the time of invoicing indicating items completed, items not completed, and any anticipated issues that have surfaced. Failure to provide these progress reports will delay payment of invoices. The Contractor shall include in the report's recommendations and alternate courses of action for the solution of project problems and delays.

TCTA will agree to the final approval on any system only after the supplied software, equipment, or product is tested and found to perform within acceptable standards of operation. The system must be in compliance with all published and implied performance specifications and is approved by TCTA to be ready for practical application. Burden of proof regarding disputes as to accuracy of invoices shall fall upon the Contractor. The TCTA shall not unreasonably withhold relevant materials and records necessary to resolve such disputes. Payments for TCTA purchases for services for any future Agreement shall not be subject to any late or interest charges.

## **4.0 - CONTENTS OF PROPSALS**

Each proposal should be limited to specific discussions of the elements outlined in this Request for Proposals. The intent of this RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work within budget.

### **1. Transmittal Letter**

The transmittal letter should include the name, title, mailing address, e-mail address, phone number and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposing Contractor, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the Technical and Cost Proposals.

## **2. Table of Contents**

Include a list of the major sections in the proposal and the associated page numbers.

## **3. Introduction**

In this section, proposing Contractor should furnish a brief history of their firm and qualifications as it relates to providing automated vehicle locator/real time passenger information systems. In addition, proposers should demonstrate an adequate understanding of the work requested in this RFP document.

## **4. Management Plan and Technical Approach**

A Project Management Plan with a detailed budget and cost schedule. The management plan should include:

- a. Contractor's qualifications, expertise, and past work experience in providing these services to other local transit agencies.
- b. A description of the overall management program planned to accomplish the objectives of this project.
- c. A thorough explanation of the Contractor's proposed course of action. References should be made to RFP requirements and the Contractor's plans for meeting those requirements. If the Contractor proposes major changes in the RFP approach, those changes should be clearly specified.
- d. An itemized description of the proposed project schedule, and the end products to be produced.
- e. Technical discussion of the scope of work. Contractor's interpretation of the scope of work and demonstration of the Contractor's understanding of the project requirements, their capability to provide the requested scope of work and their commitment to meet the proposed schedule or alternative schedule submitted with their proposal.

## **5. Project Management**

The Contractor must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet the TCTA's requirements. The proposal should explain the roles and responsibilities of project management as required and optional work products.

## **6. Contractor and Subcontractor Staff**

The proposal must describe the qualifications and experience of each professional who will participate in the project including a resume for each member of the project team. List of Project Personnel and their duties and qualifications. A Project Manager must be designated and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort either in percentage of the total project or in man-hours which will be contributed by each professional during each phase or task making up the project. If a subcontractor will be used, the contractor must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professionals in the above-described matrix. The proposal should explain the roles and responsibilities of the contractor and any subcontractors as required and any optional work products.

## **7. Contractor Qualifications and References**

The proposal must describe the nature and outcome of projects previously conducted by the Contractor which are related to the work described within this RFP. Descriptions should include a client contact name, address, phone number, a description of the type of work performed, approximate date on which the work was completed and professional staff that performed the work. If a subcontractor is proposed, two or three similar qualifications and references should be provided for the subcontractor.

Please list references of at least three customers that are currently using this product/software under similar circumstance as Tuolumne County Transit proposes as well as one former customer. The TCTA may contact some or all of these references to better understand your services and performance levels. References should be comparable in size and complexity to the TCTA installation.

For each reference, the Contractor must include contact names, telephones numbers, and a brief description of the nature and outcome of each project. Reference information will be considered within the evaluation process in determining Contractor compliance with applicable criteria. The TCTA may contact references furnished by the Contractor, in addition to other individuals not furnished by Contractor. The TCTA is not limited to specific contacts at any reference company. The TCTA reserves the right to obtain and use, in its evaluation, information from sources not necessarily identified by Contractor.

Customer Account	Contact Information	Organization Name and Address	Context (list work performed and what information organization can provide)
<hr/> Contact #1 <hr/> Title	Tel.  E-Mail:		
<hr/> Contact #2 <hr/> Title	Tel.  E-Mail:		
<hr/> Contact #3 <hr/> Title	Tel.  E-Mail:		

**8. Cost Proposal**

In addition to a Technical Proposal, the prospective Contractor shall prepare a detailed Cost Proposal for the work to be performed. The Cost Proposal shall itemize all items that will be charged to the TCTA including travel charges that will be involved in the project and included in the bid amount. Costs shall be segregated to show specific tasks within required and optional the scope of work, staff hours allocated to each task, rates, classifications, administrative overhead and a rate schedule for extra work. Cost Proposals shall be submitted in a separate sealed envelope.

If subcontractors are to be used, the prospective Contractor must indicate any markup that the prospective Contractor plans to take on subcontracts. The same breakdown of subcontract costs shall be provided as is required for Contractor costs above. Failure to provide detailed cost breakdowns will be cause for rejection of the proposal.



## **9. Fee and Method of Payment**

Progress payments will be made on a task and percent completed basis and no more frequently than at monthly intervals by the TCTA Executive Director. Invoices will be based upon the work completed by task at the close of the billing period. Progress payments will be limited to 90% of the budget for the tasks completed. The 10% retention will be released upon completion, presentation and approval of all tasks as identified within the Scope of Work. Payment for work completed can be expected within 30 days of invoice receipt and verification of work performed.

## **10. Policy**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended.

## **11. Contract**

This RFP does not obligate the TCTA to award a contract to develop a Real Time Passenger Information System. The Scope of Work is subject to modification as work progresses on each element. All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the TCTA.

## **12. Insurance Requirements**

The successful Contractor will be required to maintain, throughout the term of the agreement, insurance of the type and amount indicated in the TCTA's Standard Insurance Requirements, attached hereto as Exhibit B to the Draft Agreement.

## **13. Form of Agreement**

A copy of the Draft Agreement to be executed between the parties is included in this RFP as Attachment B. It is imperative that the prospective Contractor familiarize themselves with each of the provisions contained in the Draft Agreement prior to preparing and submitting a proposal. If any changes to the contract will be proposed by the Contractor, if selected, these items/issues should be clearly specified in the proposal.

## ADDENDA ACKNOWLEDGMENT

(To be submitted with qualifications packet)

Receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

### Attachment A - Tuolumne County Transit Agency Vehicle & AVL Hardware List

<i>Fleet Number</i>	<i>Make/Model</i>	<i>Year</i>	<i>Length</i>	<i>Type of Function</i>	<i>APC's</i>	<i>Destination Signs</i>	<i>Mobile Data Terminal (MDT)</i>	<i>Vehicle Logic Unit (VLU)</i>	<i>Antennae</i>
44	Supreme/Trolley	2010	30'	Fixed	No	Twin Vision- PCMCIA	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ- ATMEL microcontroller-single board - Running Linux	Dual Functioning - Culluar Transmitting Antennae & GPS Reciever
45	Supreme/Trolley	2010	30'	Fixed	No	Twin Vision- PCMCIA	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
46	Supreme/Trolley	2011	30'	Fixed	<b>Infodev-GW-200</b>	Twin Vision	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
47	Glaval/Universal	2011	25.5"	Fixed/Paratransit	<b>Infodev-GW-200</b>	Twin Vision - PCMCIA	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
48	Glaval/Universal	2013	25.5"	Fixed/Paratransit	No	Twin Vision - PCMCIA	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
49	Starcraft	2013	25.5'	Paratransit	No	NO	<b>No</b>	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
50	Starcraft	2013	20'	Paratransit	No	NO	<b>No</b>	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
51	Starcraft	2013	25.5'	Paratransit	No	NO	<b>No</b>	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
52	Supreme/Trolley	2013	30'	Fixed	No	Twin Vision	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
53	Supreme/Trolley	2013	30'	Fixed	No	Twin Vision	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
54	Glaval/Legacy	2014	32'	Fixed	<b>Infodev - GW-200</b>	Mobilite 402	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
55	Glaval/Universal	2014	25.5"	Fixed/Paratransit	No	Mobilite 402	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
56	Glaval/Universal	2014	25.5"	Fixed/Paratransit	No	Mobilite 402	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
57	Glaval/Universal	2014	25.5"	Fixed/Paratransit	No	Mobilite 402	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
58	Glaval/Universal	2014	25.5"	Fixed/Paratransit	No	Mobilite 402	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
59	Glaval/Universal	2016	25.5"	Fixed/Paratransit	No	Hanover	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
60	Glaval/Universal	2016	25.5"	Fixed/Paratransit	No	Hanover	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
62	Glaval/Universal	2016	25.5'	Fixed/Paratransit	No	Hanover	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
62	Glaval/Legacy	2016	32'	Fixed	No	Hanover	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning
63	Glaval/Legacy	2016	32'	Fixed	No	Hanover	Micronet Net-960E	Interfleet - Model-G603SH8ZZFZ	Dual Functioning

**Agreement for Professional Services**  
***Real Time Passenger Information System***

This Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Tuolumne County Transit Agency (“TCTA”), a California joint powers authority, and \_\_\_\_\_, a *California based company or a (identify state) based (company or corporation) licensed to do business in the State of California*, (“Contractor”).

**1. Agreement Documents**

- 1.01** The total agreement between the parties consists of this Agreement and the following additional documents (collectively, “Agreement Documents”), copies of which are attached hereto and incorporated herein by this reference:
- A. TCTA’s Request for Proposals (RFP), issued **January 4, 2019** including Addenda, if any, as Exhibit A.
  - B. Standard Insurance Requirements, attached hereto as Exhibit B.
  - C. Contractor’s RFP Proposal, Cost Proposal, Project Schedule, and Maintenance Plan, as accepted by the TCTA, attached hereto as Exhibit C.
  - D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions, attached hereto as Exhibit D.
  - E. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, attached hereto as Exhibit E.

In the event of a conflict or ambiguity arising between such documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time. Notwithstanding the above, in the event of a conflict or ambiguity between the Contractor’s Proposal and any other Agreement Document, the Agreement Document will control.

**2. Recitals**

- 2.01** The TCTA desires to enter into an agreement for Automatic Vehicle Locator (AVL) and a Real-Time Passenger Information System (RTPIS) for Tuolumne County Transit Agency bus fleet. The objective of the RTPIS is to improve the efficiency, emergency preparedness, and reliability of the TCT system for the general public and management; and (such services are hereinafter referred to as the “Project”); and,

- 2.02** The TCTA has determined the RTPIS and transit information technology services *such as Mobile Fare collection, WIFI, automatic passenger counters, automatic vehicle announcement system, AVL linked destination signs* involves the performance of professional services; and,
- 2.03** Contractor has responded to the TCTA's Request for Proposals soliciting proposals to the RTPIS and transit information technology services; and,
- 2.04** Contractor hereby represents that it is in the business of, and fully qualified in, the field of transit information technology services and is fully willing and able to perform the work described in the Scope of Work, Exhibit C, of this Agreement, and with the level of service and operating quality specified herein. The TCTA awarded this Agreement in reliance on such representations, and on Contractor's particular skills, experience and abilities as represented by Contractor in its Proposal; and,
- 2.05** The TCTA and Contractor intend to enter into an agreement for the furnishing of certain articles and services for the consideration hereinafter set forth.

The TCTA and Contractor, for the consideration hereinafter described, mutually agree as follows:

### **3. Scope of Work**

Contractor agrees to complete the Project pursuant to the Scope of Work of this Agreement, attached hereto as Exhibit C, and the Agreement Documents. The TCTA agrees to compensate Contractor as specified herein below and accordance with the Request for Proposals, the Proposal and all such other documents referred to herein and made a part of hereof by specific reference.

- 3.01 Project Description:** This is a non-exclusive Master Agreement setting forth the terms under which the contractor will provide AVL, RTPIS, and transit information technology. Specific project descriptions will be contained in Work Orders prepared to Section 3.02
- 3.02** The Scope of Work will be set forth in Work Orders that will be approved by the parties from time to time. Work orders must be approved in writing by the TCTA Executive Director and an authorized representative on the Contractor.

**4. Effective Date/Term:** The Agreement shall be effective from the date of execution and shall expire four (4) years after the date of execution, unless this Agreement is extended by a written amendment pursuant to Section 4.01.

**4.01** The Contractor at any time during the third year of the Agreement may request in writing an extension of the Agreement term for an additional period of two years. Upon receiving such a request, and providing the Contractor is not in default, the TCTA will consider extending the agreement term for an additional two years.

**5. Commencement/Completion of Work:** The Contractor shall commence work under each work order upon receipt of a written notice to proceed from the TCTA Executive Director. The Contractor shall perform and complete the work described within sixty calendar days from the receipt of the notice to proceed or according to the instructions of the Work Order.

**6. Suspension, Delay or Interruption of Work**

The TCTA may suspend, delay or interrupt the services of the Contractor for the convenience of the TCTA. In the event of force majeure or such suspension, delay or interruption, an equitable adjustment in the Project's schedule, commitment and cost of Contractor's personnel and subcontractor, and Contractor's compensation will be made.

**7. Additional Services**

For additional related services not outlined in Section 3 above, a separate Scope of Work describing the scope, schedule, fee and work products will be negotiated by the TCTA and the Contractor and approved as written amendments to this Agreement prior to any additional work effort being commenced upon.

**8. Professional Standards**

Contractor warrants and guarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractor are engaged.

**9. Performance**

Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Contractor's obligations under this Agreement. Performance of services shall comply with the schedule set forth in the Agreement Documents. A time extension may be granted in the event that acts or omissions by the TCTA cause delay. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**10. Work Standard**

The TCTA has relied upon the professional training and ability of the Contractor to perform the services hereunder as a material inducement to enter into this Agreement. The Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by the Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in the Contractor's field of expertise. The Contractor shall be responsible for ensuring any approved subcontractor adheres to this same work standard.

**11. Personnel**

Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor shall provide all staff necessary to completion of services under this Agreement. The Contractor’s Project Team identified in their Proposal shall be the Project Team for the duration of the project unless TCTA agrees to accept replacement personnel. In the event that the TCTA, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement because of their incompetence, Contractor shall remove any such person(s) immediately upon receiving notice from the TCTA of the desire of the TCTA for the removal of such person(s).

**12. Independent Contractor**

In providing the services as set forth in the Agreement Documents, Contractor shall act as an independent contractor and not as an employee of the TCTA. In accordance with that relationship, Contractor shall assume all responsibility for its employees for Federal and State income tax withholding, FICA, SDI and any other deductions from income that Contractor is properly required to make as an independent contractor.

**13. Administration of Agreement**

Contractor’s compliance with this Agreement shall be supervised and administered by the TCTA through the office of the Executive Director. This paragraph shall not relieve Contractor of any obligation or liability undertaken by virtue of this Agreement.

**14. Written Notification**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class United States mail. Any such notice, demand, request, consent, approval or communication shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of depositing in the United States mail box if mailed as provided in this section.

**If to TCTA:**

Tuolumne County Transit Agency  
Darin Grossi, Executive Director  
2 South Green Street  
Sonora, CA 95370  
[dgrossi@co.tuolumne.ca.us](mailto:dgrossi@co.tuolumne.ca.us)

**If to Contractor:**

*(insert Contractor information)*

**15. Consents and Agreements**

Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with the books of this Agreement.

**16. Signature Authority**

- 16.01** The Executive Director or his designee shall have authority on behalf of the TCTA to sign Agreement amendments and other documents related to this Agreement.
  
- 16.02** Contractor certifies that the following person(s) have authority to sign Agreement amendments and other documents related to this Agreement on behalf of Contractor. Written certification of the signatory authority of the following persons shall be provided by the Contractor to the TCTA prior to execution of this Agreement.

_____	_____
Name	Title

**17. Insurance Requirements**

Contractor and/or any subcontractor shall provide a Certificate of Insurance as proof of a policy of insurance satisfactory to the TCTA evidencing that Contractor and/or subcontractor maintains insurance that meets the requirements included in Exhibit B, "Standard Insurance Requirements," of this Agreement.

**18. Workers Compensation**

- 18.01** Contractor shall comply with the provisions of the Workers' Compensation and Insurance Law of the State of California.
  
- 18.02** The TCTA shall not be responsible for providing Workers' Compensation insurance or any other protective insurance coverage for the Contractor that is based upon the relationship of employer and employee.

**19. Compensation**

**19.01** The TCTA will pay Contractor on a percentage-of-task-completed basis using the tasks and total labor costs identified in final Scope of Work. In no event shall payments and retention exceed the total set forth for each work activity. In the event payments and retention for a work activity equal the applicable total for that activity, Contractor shall complete all services for that work activity, as described in this Agreement, without further payment. Progress payments will be made no more frequently than at monthly intervals. Payment will be made only on submitted claims describing work completed, and approved by the Executive Director of the TCTA. Progress payments will be limited to 90% of the labor amount for each task, plus expenses. The 10% retention will be paid within 30 days of approval of the final work product.



Upon submittal, the TCTA will review and approve the final work product or notify Contractor of deficiencies within 60 days.

In the event that the TCTA determines that a change to the Scope of Work is required, the Project term or allowable reimbursable costs shall be adjusted through an amendment to the Scope of Work to accommodate the changed work. The maximum total cost as specified in Article 19.02 shall not be exceeded unless authorized through an amendment to the Scope of Work.

**19.02** Progress payments will be made monthly in arrears based upon the work completed by task at the close of the billing period and allowable incurred costs. The total cost upon completion of the Scope of Work is not to exceed \$ (insert maximum budget amount from proposal). Contractor will include with each progress payment request a monthly written progress report for work completed, as described in Section 20, Reporting Requirements, of this Agreement. Progress payment requests shall be based on the amount of work completed per task in accordance with the Project, and shall be billed in accordance with the Rate Schedule included in Exhibit C. Progress payment requests and monthly progress reports shall be reviewed and approved by the TCTA Executive Director prior to processing payments. Progress payments will be limited to ninety percent (90%) of the budget for the tasks completed. The ten percent (10%) retention will be released within thirty (30) days of completion and approval of each Work Order.

**19.03** Contractor will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the TCTA Executive Director of itemized invoices. Payment of invoices can usually be expected within 30 calendar days of receipt and approval. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor is billing. The final invoice should include a summary of the total expenditures, final amount due, and final report on the work completed pursuant to the Scope of Work and Rate Schedule. Payment of the final invoice for this Agreement will be processed once the work specified in the Scope of Work has been approved by the Executive Director.

**19.04** No payment will be made prior to approval of any work, nor for any work performed prior to execution of this Agreement and a Notice to Proceed is issued by the Executive Director.

**19.05** If Contractor fails to submit the required deliverables according to the Scope of Work, TCTA shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 35, Termination.

## **20. Reporting Requirements**

The Contractor will submit to the TCTA written progress reports at least once a month. The report should be sufficiently detailed for the Executive Director to clearly determine the status of the work schedule and outputs, the percentage of work completed by task and any other relevant factors to completion of the Scope of Work in a timely manner. The report should also sufficiently address any potential or existing difficulties or special problems encountered so that remedies can be developed as

soon as possible. Contractor shall meet with the Executive Director, as needed, to discuss progress on the Scope of Work.

**21. Maintenance of Records/Audit Rights**

Contractor shall maintain books, records, documents and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. Contractor shall also maintain for a period of at least three (3) years from the expiration date of this Agreement the financial information and data used by Contractor to determine charges and costs related to work performed under this Agreement. The TCTA, and any Federal or State authorized representatives, shall have the right to inspect and audit Contractor's accounting books, records and documents during normal business hours. Such records shall be turned over to the TCTA upon request.

**22. Work Product Property of the TCTA**

All plans, specifications, reports, computer files and other work products prepared by Contractor pursuant to this Agreement shall become the property of the TCTA. The TCTA's use of documents produced under this Agreement and/or supporting information or calculations other than as intended hereunder shall be at the TCTA's sole risk.

**23. Release of Documents and Information**

Services provided within the scope of this Agreement are for the exclusive use of the TCTA. The TCTA and Contractor agree that all data, plans, specifications, reports, computer files and other work products will not be released to third parties by Contractor without the prior written consent of the TCTA.

**24. Covenant Against Contingent Fees**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working for the Contractor, as provided for in the Contractor's Proposal (as accepted by TCTA), to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than a bona fide employee, a fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon, resulting from the award or making this Agreement. For breach or violation of this warranty, the TCTA shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**25. Covenant Against Gratuities**

Contractor covenants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any member, officer or employee of the TCTA with a view toward securing favorable treatment in the award, modification or performance evaluation of this Agreement. For breach or

violation of this covenant, the TCTA shall have the right to cancel this Agreement without any liability to Contractor.

## **26. Restrictions on Lobbying**

Contractor shall not pay any person or organization to influence or attempt to influence an officer or employee of any federal, state or local agency in connection with awarding this Agreement or any other Federal award from which funding for this Project is originally derived, consistent with the FTA & DOT Required Provisions on Lobbying (see Exhibit D).

## **27. Transfer of Agreement**

This Agreement is made in reliance by TCTA upon the qualifications and responsibility of Contractor. The performance by Contractor of this Agreement may not be assigned, sublet, transferred or in any way subcontracted, except upon the prior written approval of the TCTA.

## **28. Third Party Obligations**

Contractor agrees to refrain from awarding any third party subcontract without prior written approval by TCTA. Contractor shall be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement. Contractor shall pay directly such parties for all amounts due under said arrangement. Contractor shall indemnify, defend and hold the TCTA harmless from any and all claims and liabilities arising from any third party contracts. Contractor shall exert its best efforts to prevent any loss to the TCTA from the failure of proper performance of any third party.

## **29. Conflicts of Interest**

Contractor shall not enter into any Agreement, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer or employee of Contractor or the TCTA, during the Project term and for one year thereafter, has any direct or indirect interest. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of the Project term any such interest, and if such interest is immediately disclosed to Contractor and such disclosure is entered upon the minutes of Contractor's written report to the TCTA of such interest, Contractor, with the prior written approval of the TCTA, may waive the prohibition contained in this subsection; provided that any such present member, officer or employee shall not participate in any action by Contractor or the TCTA relating to such Agreement, subcontract or arrangement.

## **30. Health, Safety, Fire and Environmental Protection**

The Contractor and any subcontractor or agent shall comply with Federal, State and local requirements pertaining to safety, health, fire and environmental protection.

The Contractor shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders and regulations

prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. Contractor shall further comply with all other applicable safety laws, ordinances and regulations.

In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.

### **31. 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.

### **32. Governing Law**

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

### **33. Indemnification**

To the extent permitted by law, Contractor does hereby assume liability for, and agrees to defend, indemnify, protect, save and keep harmless the TCTA and its elected and appointed officials, officers, employees, agents and volunteers and its successors and assigns (collectively, "TCTA") from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed, asserted against, incurred or suffered by the TCTA by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property (collectively, "Liability") caused by, or claimed or alleged to be caused by, in whole or in part, or in any way relating to or arising out of:

- A. Any negligent or intentional act or action, or any neglect, omission or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder; and,
- B. any claim of patent or copyright infringement or publication of defamatory material, including the TCTA's failure to request removal of such material in connection with the services performed and/or work products provided under this Agreement by Contractor or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier; and,
- C. a release by Contractor of any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any Federal, State or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future.

Contractor shall make good to and reimburse the TCTA for any expenditures, including reasonable attorney's fees, the TCTA may make by reason of such matters and, if requested by the TCTA, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the TCTA or any other person; provided, however, that Contractor shall not be required to indemnify the TCTA for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the TCTA.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

If such indemnification becomes necessary, the TCTA Counsel shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTA. This indemnification clause shall survive the termination or expiration of this Agreement.

#### **34. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the provisions of this Agreement, the TCTA shall impose such Agreement sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments due to the Contractor under this Agreement until the Contractor complies to the TCTA's satisfaction, and/or
- B. Cancellation, termination or suspension of this Agreement, in whole or in part.

#### **35. Termination of Agreement**

**35.01 Acts Constituting Termination:** This Agreement shall commence on the date of its execution and shall continue until:

- A. Completion of the Project pursuant to Scope of Work, Exhibit C, as approved by TCTA;
- B. Voluntary or involuntary transfer or assignment by either party hereto without the consent of the other party of any of the rights, titles or obligations set forth in this Agreement;
- C. Mutual agreement of the parties hereto to terminate this Agreement;
- D. Any default or breach of this Agreement by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary if the default cannot be reasonably cured within such thirty (30) day period;

- E. Written notice is delivered by either party to the other party ninety (90) days prior to the effective date of termination.

**35.02** The TCTA may terminate this Agreement for convenience upon thirty (30) days' written notice to Contractor.

**35.03** Contractor shall be paid for all work performed through the date of termination at the rates set forth in the Rate Schedule in Exhibit C, and subject to the proportion of work completed and approved by the Executive Director.

Upon termination of this Agreement, all affairs undertaken or conducted pursuant to this Agreement shall be wound up and debts paid.

### **36. Breach**

If Contractor materially breaches the terms of this Agreement, the TCTA shall have the following remedies:

- A. Immediately terminate the Agreement with Contractor;
- B. Complete the unfinished work under this Agreement with a different Contractor;
- C. Charge Contractor with the difference between the cost of completion of the unfinished work pursuant to this Agreement and the amount that would otherwise be due Contractor, had Contractor completed the work; and/or
- D. Allow the Contractor five (5) business days to diligently complete the correction.

### **37. Waiver**

A waiver by the TCTA of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of the TCTA to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

### **38. Disputes**

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

#### **39. Amendments**

This Agreement may be amended or modified in any way by an instrument in writing, stating the amendment or modifications, signed by the parties hereto.

#### **40. Survivorship**

Any responsibility of Contractor for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

#### **41. Severability**

If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

#### **42. Successors and Assigns**

This Agreement is binding upon the TCTA and the Contractor and their successors. Except as otherwise provided herein, neither the TCTA nor the Contractor shall assign, sublet or transfer its respective interest in this Agreement or any part thereof without the prior written consent of the other.

#### **43. Succession**

This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.

#### **44. Third Party Beneficiary**

Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.

#### **45. Ambiguities**

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have had the opportunity to engage counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.

#### **46. Integration**

The Agreement Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

**47. Relationship Between the Parties**

Nothing in these Agreement Documents is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture or agency relationship between the TCTA and Contractor.

**48. Modification**

No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

**49. Headings and Subtitles**

Headings and subtitles to the Articles of this Agreement have been used for convenience only and do not constitute matter to be considered as interpreting this Agreement.

**50. Sole and Only Agreement**

This instrument contains the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each party to the other as of this date. Any prior agreements, policies, negotiations and/or representations are expressly set forth in this Agreement.



**51. Acceptance of Agreement**

The undersigned, having read the foregoing, accept and agree to the terms set forth therein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the administrators for the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto.

*In witness hereof*, the parties have caused their authorized representatives to execute this Agreement as of the date first written above.

*For the Contractor:*

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Name (typed)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

*For the TCTA:*

**Tuolumne County Transit Agency**

**Approval Recommended:**

\_\_\_\_\_  
Chair of the TCTA

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

**Approved as to Legal Form:  
TCTA Legal Counsel**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit B

**Standard Insurance Requirements**

Contractor at its own expense, shall procure, and maintain for the duration of the Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than A:VII. The Contractor shall provide notice to the TCTA Executive Director by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- A. Workers' Compensation Coverage - Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
  
- B. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
  
- C. Automobile Liability Coverage - Automobile liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage, and including coverage for owned, hired and non-owned vehicles.
  
- D. Professional Liability Coverage - Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000).
  
- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
  - 1) The TCTA, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("TCTA additional insureds").
  
  - 2) This policy shall be considered, and include a provision it is, primary as respects the TCTA additional insureds, and shall not include any special limitations to coverage provided to the TCTA additional insureds. Any insurance maintained by the TCTA, including any self-insured retention the TCTA may have, shall be considered excess insurance only and shall not contribute with it.

- 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - 4) The insurer waives all rights of subrogation against the TCTA additional insureds.
  - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTA additional insureds.
- F. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Executive Director. At the TCTA's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- G. Evidence of Insurance: Contractor shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Executive Director. Required evidence of insurance shall be filed with the Executive Director on or before commencement of performance of this Agreement. Current evidence of insurance shall be kept on file with the Executive Director at all times during the term of this Agreement.
- H. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Executive Director, a new policy or endorsement shall be promptly obtained and evidence submitted to the Executive Director for approval.
- I. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

**Exhibit D**  
**Certification Regarding Department, Suspension,**  
**Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting his proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Exhibit E**  
**Certification and Disclosure Regarding Payments**  
**to Influence Certain Federal Transactions**

A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after \_\_\_\_\_

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.