



Release Date: September 10, 2021

Project No. RFP20210910YARTS

**Request for Proposals (RFP)  
for  
YARTS Transit Service Operator, Bus Maintenance, and Bus Fuel Provider**

Notice is hereby given that Proposals will be received at the Yosemite Area Regional Transportation System (YARTS), a California Joint Powers Authority, for performing all work necessary in accordance with the Requirements specified herein. Please carefully read and follow the instructions provided. Proposers are responsible for making certain that their proposal documentation is complete and is received by YARTS on or before the closing deadline. Proposals received after the closing deadline will be rejected.

Proposals shall be clearly marked as follows: *YARTS Transit Service Operator, Bus Maintenance, and Bus Fuel Provider – Submission Deadline December 10, 2021, at 12:00 p.m.* and shall be mailed or delivered to:

Yosemite Area Regional Transportation System C/O Merced County Association of Governments  
Attn: Alicia Ochoa-Jones, Procurement Manager  
369 West 18<sup>th</sup> Street  
Merced, CA 95340

On September 28, 2021, Proposers will be allowed access to visit Yosemite National Park to observe in-park bus stops. Interested attendees/potential proposers must RSVP via email to [alicia.ochoa-jones@mcagov.org](mailto:alicia.ochoa-jones@mcagov.org) by 12:00 p.m. September 23, 2021. See Section 1.5 of this RFP.

A virtual pre-proposal meeting will be held on September 29, 2021, starting at 1:30 p.m. PDT. Interested attendees are to RSVP via email to [alicia.ochoa-jones@mcagov.org](mailto:alicia.ochoa-jones@mcagov.org) by 12:00 p.m. September 23, 2021, to receive the virtual link. See Section 1.5 of this RFP.

The YARTS Governing Board contracts with MCAG to serve as the administrative agency for the service and has done so since 2000. As such, YARTS administrative staff are located in the MCAG office at 369 W. 18th Street, Merced and unless specified otherwise, MCAG policies are applicable to YARTS. More specifically, the Merced County Association of Governments Purchasing Policy and the Procurement Manual for Federal Transit Administration Funded Projects for the Merced County Association of Governments, Transit Joint Powers Authority for Merced County, and Yosemite Area Regional Transportation System and all of their provisions are incorporated by this reference. Proposers are hereby notified this project will be funded in part by the Federal Transit Administration. Therefore, Proposers of this project are hereby bound by all applicable federal laws, regulations, and certifications.

YARTS is not liable for any costs incurred by Proposers in responding to this RFP. Proposers are hereby notified that Proposals become public record. Proposers are to clearly identify any information that is confidential and/or proprietary and submit a redacted copy of their proposal with the confidential and/or

proprietary information. In the event of a Public Records Act or Freedom of Information Act request, YARTS will use the redacted copy submitted by the Proposer in response and the failure to provide a redacted copy may result in the disclosure of a Proposer's entire response. YARTS is not responsible or liable for the disclosure of any information that is not clearly labeled as confidential and/or proprietary and provided in redacted form.

Inquiries and communications from Proposers shall be submitted in writing to Alicia Ochoa-Jones, Procurement Manager, via email at [alicia.ochoa-jones@mcagov.org](mailto:alicia.ochoa-jones@mcagov.org). Except as set forth herein, there shall be no other communication with any other YARTS or MCAG employees or consultants with respect to the proposal documents or project.

The following Special Program(s) are applicable to this RFP.

Disadvantaged Business Enterprise (DBE) Program: This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In compliance with 49 CFR 26, Caltrans set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. The required goal for DBE participation in this solicitation is two percent (2%).

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. DBE participation will count towards Caltrans' federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts.

It is the Bidder's/Proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification Program (CUCP), go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

Proposer shall complete and submit Bidder/Proposer *Disadvantaged Business Enterprise DBE Information ADM-0227F* and/or Bidder/Proposer *Disadvantaged Business Enterprise DBE Good Faith Efforts Documentation ADM-0312* for detailed information and the required forms. Required forms will be made a part of the Agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation may result a bid/proposal being rejected as non-responsive.

The requirement to advertise for the purpose of identifying potential DBEs is waived.

## TABLE OF CONTENTS

Cover Page and DBE Program	1
Table of Contents	3
Proposer's Submittal Checklist	4
Definitions	5
Section I - General Information	6
Section II – Requirements	10
Section III – Submittals	11
Section IV– Basis of Award, Evaluation, Selection Process, and Protests	14
Certification	19
Nondebarment Certification	20
Lobbying Certification	22
Disadvantaged Business Enterprise Program Bidders List Form	23
Reference List	25
Third Party Contract Clauses	26
Sample Agreement	38

Exhibit A – Scope of Work – Operations and Maintenance: 1-27

### Attachments:

- Pricing/Cost Forms – 1 Reference Page and 5 Forms to be Completed by Proposer
- Caltrans DBE Documents – 12 total pages; includes
  - Informational form Kform15drmt – 6 pages
  - Form ADM-0227f – 2 pages
  - Form ADM-0312f – 4 pages
- Bus Stop List and Locations (by Corridor) – 4 pages
- YARTS Vehicle Fleet – 1 page
- YARTS Schedules – 5 pages
- Equal Employment Opportunity Program Checklist – 4 pages
- Drug and Alcohol Policy Requirements Checklist – 5 Pages
- Federal Transit Administration Fiscal Year 2021 Certifications and Assurances – 21 pages

### **PROPOSER'S SUBMITTAL CHECKLIST**

This checklist is provided to assist Proposers with submitting a complete Proposal. Proposers are to tab/note Proposal as noted below and include this checklist in their Response.

1. \_\_\_\_\_ Cover Letter
2. \_\_\_\_\_ Table of Contents
3. \_\_\_\_\_ Tab One – Certification, Nondebarment Certification, Lobbying Certification, DBE Program Bidders List Form, ADM-0227f and/or ADM-0312f, and Reference List
4. \_\_\_\_\_ Tab Two – Organization, Capability, and Experience
5. \_\_\_\_\_ Tab Three – Response to Requirements/Scope of Work
6. \_\_\_\_\_ Tab Four – Pricing/Cost Forms

**Non-submittal of any requested item may be considered non-responsive.**

## DEFINITIONS

Agreement – The Agreement constitutes the entire contract between YARTS and the selected Proposer. Term may be used interchangeably with Contract.

Authorized Representative – Person who has the legal authority to negotiate and enter into and sign contracts on behalf of the organization.

Proposer – A person, partnership, firm, or corporation submitting a Proposal with the intention of obtaining a YARTS contract.

Closing Deadline – The last day and time the Proposal must be received in the office at 369 West 18th Street, Merced, California 95340. Term may be used interchangeably with submission deadline.

Contract – The Contract constitutes the entire agreement between YARTS and the selected Proposer. Term may be used interchangeably with Agreement.

Contractor – The Proposer awarded the Contract derived from this RFP.

Evaluation/Selection Committee – A committee established to review and evaluate proposals to determine the Contract award. The committee may include representatives of YARTS and its member jurisdictions.

MCAG – Merced County Association of Governments, a Joint Powers Authority, established under California Government Code Section 6500 et seq.

Start of Service – After transition, the first day the new Contractor runs transit service on its own.

Subcontractor(s) – Any person, entity, or organization, to which Contractor, or YARTS, has delegated any of its obligations hereunder.

TJPAMC – Transit Joint Powers Authority for Merced County, a Joint Powers Authority, established under California Government Code Section 6500 et seq. and an affiliate agency of the Merced County Association of Governments.

Transpo Center – TJPAMC leased operations hub located at 710 W. 16<sup>th</sup> Street, Merced, CA 95340.

YARTS – Yosemite Area Regional Transportation System, a California Joint Powers Authority, established under California Government Code Section 6500 et seq. and an affiliate agency of the Merced County Association of Governments.

## **SECTION I – GENERAL INFORMATION**

### **1.1 PURPOSE**

YARTS is seeking proposals from a qualified contractor to provide supervision, technical, personnel and operating services, transit vehicles, vehicle maintenance, and fuel, necessary for the daily operation of YARTS. The primary goal of YARTS acquiring such services is to provide the region with the advantages of quality transit services that offer an alternative to driving in the Yosemite region.

YARTS intends to use the results of this RFP to award one (1) contract to the most responsive and responsible Proposer as evaluated per Section IV of this RFP.

### **1.2 AGENCY INFORMATION**

YARTS is a Joint Powers Authority (JPA) formed by the Counties of Mariposa, Merced, and Mono for the purpose of providing transit service in the greater Yosemite Region. Tuolumne County has recently joined the JPA. YARTS is overseen by a Board of Commissioners which includes eight voting members and three non-voting members. Voting members consist of two elected Supervisors from each of the four member-counties, while non-voting members consist of one elected official from Madera County and two officials from Fresno County. YARTS is governed by the YARTS Board of Directors (YARTS Board) and is administered and managed, under contract, by the Merced County Association of Governments.

Since its founding in 2000, YARTS has grown to be a crucial element in Yosemite National Park's transportation strategy and a key mobility and economic resource for the overall Yosemite Region. YARTS operates with just under 20 vehicles in peak summer service. YARTS connects with regional transportation services like airports, Amtrak, and Greyhound as well as local transit services like "The Bus" in Merced County, Eastern Sierra Transit Agency, Fresno County Rural Transit Agency, and Fresno Area Express. YARTS buses are equipped with on-board surveillance (REI), manual fareboxes, automatic chains, and are ADA Accessible.

YARTS transit service is provided along the Highway 140 corridor from Merced and Mariposa counties to Yosemite Valley year-round; along the Highway 395 and 120 East corridors from Mammoth Lakes, June Lake, Lee Vining, in Mono County, through Tioga Pass to Tuolumne Meadows and Yosemite Valley; on Highway 120 N through Sonora and Groveland to Yosemite Valley and on Highway 41 from Fresno through Coarsegold and Oakhurst to Yosemite Valley. Each route has unique geography that the selected contractor shall be prepared to operate in; for example: mountainous terrain, inclement weather (at times), varied and rapidly changing temperatures, natural disasters, etc.

YARTS operates 16,322 service hours annually, with 12,673 of those hours coming from the Highway 140 services that run year-round and have the most number of runs during peak service. Service is currently provided through contract between YARTS and a private operator. Under the current agreement, spare vehicles, and operational fleet in excess of the YARTS owned 10 buses is provided and maintained by the contractor. Bus stops have been established along each of the service corridors outside of Yosemite National Park. Bus stops within Yosemite National Park are designated and coordinated with in-park shuttle service. Schedules for YARTS can be found online at [www.YARTS.com](http://www.YARTS.com). Between 2020 and 2021 YARTS developed a Strategic Plan to provide guidance for service modifications and improvements focused on the sustainability of the service. The Plan provides additional background regarding the current

plans for YARTS. Service in the future may deviate from the plan but are generally derived of the Plan recommendations. Additional background information on the organization is discussed within the Plan.

### 1.3 PROJECT DURATION

The contract term is anticipated to commence November 1, 2022, and end October 31, 2027, and is contingent upon available funding and successful performance. The contract may be extended by YARTS, at its sole discretion, for up to two (2) additional one (1) year terms. The contract will be a firm fixed price contract for the full term. (Note that although YARTS' fiscal year is from July 1<sup>st</sup> to June 30<sup>th</sup>, the agreement's annual term is from November 1<sup>st</sup> to October 31<sup>st</sup>.)

### 1.4 SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall be used for the procurement process. YARTS reserves the right to modify the dates below as necessary.

a. RFP Released	September 10, 2021
b. Optional Yosemite National Park Visit (RSVP by 12pm 9/23/21)	September 28, 2021
c. Virtual Pre-Proposal Meeting (RSVP by 12pm 9/23/21)	September 29, 2021, 1:30 p.m.
d. Questions/Clarifications due by	October 22, 2021, 12:00 p.m.
e. Addendum(s) and Responses posted by	November 12, 2021
<b>f. Deadline to Submit Proposal (closing deadline)</b>	<b>December 10, 2021, 12:00 p.m.</b>
g. Evaluation of Proposals	December 13, 2021 – January 28, 2022
h. Interviews	Week of January 31, 2022
i. Notice of Intent to Negotiate/Contract Negotiations	February 2022 – March/April 2022
j. Notice of Intent to Award	April 2022
k. YARTS JPA Board Approval	April 2022
l. Caltrans Review and Approval of Contract	May 2022
m. Notice of Award	June 2022
n. Contract Execution	June/July 2022
o. Notice to Proceed/Transition	August 2022
p. Start of Service	November 1, 2022

During this procurement process, YARTS will shift from summer to winter service schedules. As only summer service is offered on the Highway 41, Highway 120, and Highway 120/395 corridors, these dates reflect the last day of service for the year, accordingly:

• Highway 41: Fresno	September 10, 2021
• Highway 120: Sonora	September 30, 2021
• Highway 120/395: Mammoth Lakes	October 15, 2021

Service on Highway 140: Merced is offered year-round, but service will be reduced to the winter service schedule after September 30, 2021.

### 1.5 VIRTUAL PRE-PROPOSAL MEETING AND OPTIONAL YOSEMITE NATIONAL PARK VISIT

A virtual pre-proposal meeting will be held on September 29, 2021, at 1:30 p.m. PDT. Those interested in attending are to RSVP via email to [alicia.choa-jones@mcagov.org](mailto:alicia.choa-jones@mcagov.org) by 12:00 p.m. PDT on September 23, 2021, to receive the virtual link.

The virtual pre-proposal meeting will provide a system overview and images of stops along the corridors. The meeting is not mandatory but is strongly encouraged.

Potential proposers may visit Yosemite National Park September 28, 2021. Potential proposers will be allowed access to visit Yosemite National Park to observe in-park bus stops. Interested attendees/potential proposers must RSVP via email to [alicia.choa-jones@mcagov.org](mailto:alicia.choa-jones@mcagov.org) by 12:00 p.m. on September 23, 2021. YARTS will provide compensated rides for three (3) passengers per potential proposing company. When emailing to RSVP, note that you are interested in scheduling a ride on YARTS. Attendees/potential proposers are not to speak with YARTS operators regarding matters related to this RFP but are welcome to ride YARTS services.

#### **1.6 QUESTIONS, CLARIFICATIONS AND/OR REVISIONS**

Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies they have concerning this RFP via email to [alicia.choa-jones@mcagov.org](mailto:alicia.choa-jones@mcagov.org) no later than 12:00 p.m., October 22, 2021.

If the Proposer fails to notify YARTS of any condition stated above that reasonably should have been known to the Proposer, and if a contract is awarded to that Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this RFP will be made only by official addendum issued by YARTS. Addenda will be posted by November 12, 2021. Proposers are responsible for checking the website for addenda prior to submitting their proposal. Failure to acknowledge addenda may disqualify a Proposal. As such, Proposers are advised to review the website prior to the close of this RFP at <https://yarts.com/yarts-business-opportunities/> or at <http://www.mcagov.org/bids.aspx>. Proposers are encouraged to sign up for "Notify Me" on the website to receive emails, or a text, when items are posted relevant to RFP's.

#### **1.6 WITHDRAWAL OF PROPOSALS**

Proposals shall be irrevocable unless withdrawn prior to the closing deadline. Proposers may withdraw a Proposal, in writing, at any time up to the closing deadline. A written withdrawal notice must be received by YARTS at 369 W. 18<sup>th</sup> Street, Merced, California, 95340. The notice must be signed by an authorized representative. If a previously submitted Proposal is withdrawn before the closing deadline, the Proposer may submit another proposal at any time up to the closing deadline.

#### **1.7 PROTEST PROCEDURES**

Notice of intent to protest must be made in writing and conform to the requirements of YARTS Protest Procedures, included herein on pages 15-17.

#### **1.8 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, shall be rejected.



#### **1.9 RIGHT TO REJECT OR ACCEPT PROPOSALS AND RIGHT TO CANCEL**

YARTS reserves the right to reject any or all Proposals or any part thereof, to waive any informalities or minor irregularities in the Proposals, and to make an award on the basis of suitability, quality of service to be provided, and ability to perform the Requirements. YARTS also reserves the right to cancel this RFP in part or in its entirety.

#### **1.10 DISPUTE RESOLUTION, ATTORNEY FEES, JURISDICTION, AND VENUE**

In any action, suit, or proceeding arising out of or in any way connected with the performance of the Agreement contemplated herein, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Notwithstanding any other provision of the Agreement contemplated herein, any disputes concerning any question of fact or law relating to the Agreement contemplated herein, or any litigation or arbitration arising out of the Agreement contemplated herein, shall be interpreted pursuant to California law, subject to the jurisdiction of the Superior Court of California, and venued in the County of Merced. CONTRACTOR expressly waives federal jurisdiction.

## **SECTION II – REQUIREMENTS**

Proposers shall respond to Requirements as per the Scope of Work included in this RFP as Exhibit A – Scope of Work – Operations and Maintenance.

Additional included Attachments are for informational purposes, and the FTA Fiscal Year 2021 Certifications and Assurances are included as disclosure.

The Attachments are included in the following order:

- Bus Stop List and Locations (by Corridor)
- YARTS Vehicle Fleet
- YARTS Schedules
- Equal Employment Opportunity Program Checklist
- Drug and Alcohol Policy Requirements Checklist
- Federal Transit Administration Fiscal Year 2021 Certifications and Assurances

## **SECTION III – SUBMITTALS**

### **3.1 GENERAL INSTRUCTIONS**

This section describes the required Proposal format and content. The Proposal must contain the requested information organized by the prescribed sections. Each Proposer shall submit a complete Proposal, providing all information requested with a complete description of the project plan. Failure to follow the prescribed format may result in rejection of the Proposal.

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A Proposal may be rejected if any such defect or irregularity constitutes a material deviation from the submittal requirements. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found within the Proposal, the Proposal may be rejected.

Proposals must be typed with a minimum font size 11 and submitted on standard 8 ½” by 11” paper. Each page must be clearly and consecutively numbered. All Proposals must be submitted in the name of the legal entity or authorized agency.

### **3.2 SUBMITTAL PACKAGE**

Proposers must submit, in a sealed package, nine (9) paper copies and one (1) electronic copy on CD, DVD, or flash drive in PDF format of all materials required for acceptance of their Proposal, and include one (1) paper copy and one (1) electronic copy of the redacted proposal, by the Proposal deadline - 12:00 p.m., December 10, 2021, to:

Yosemite Area Regional Transportation System C/O Merced County Association of Governments  
Attn: Alicia Ochoa-Jones, Procurement Manager  
369 West 18<sup>th</sup> Street  
Merced, CA 95340

All Proposals must be signed by an authorized representative and received by YARTS by the closing deadline. Late Proposals will be rejected. Receipt of the Proposal by the U.S. mail system does not constitute receipt of the Proposal by YARTS. YARTS will not accept facsimile or email submitted Proposals. All Proposals must be packaged, sealed, and show the following information on the outside of the package:

1. Proposer's Name and Address
2. YARTS Transit Service Operator, Bus Maintenance, and Bus Fuel Provider – Submission Deadline 12:00 p.m., December 10, 2021.

### **3.3 COVER LETTER**

A one (1) page cover letter shall be submitted and include the Proposer's contact information and specify the authorized representative. The person authorized by the firm to negotiate a contract with YARTS shall sign the cover letter. The cover letter shall include the name, phone number, fax number and e-mail address of a contact person for the CONTRACTOR during the selection process. Proposers shall include a statement certifying YARTS' insurance requirements will be met as noted in Section Five of the Sample Agreement; RFP pages 39-40.

### **3.4 TABLE OF CONTENTS**

Using the Submittal Checklist provided as a resource on page 3, the Proposer shall provide a Table of Contents listing proposal contents by page number.

### **3.5 CERTIFICATIONS AND REFERENCES (TAB ONE)**

- 1) Certification, (noting any addenda – if applicable);
- 2) Nondebarment Certification and Other Responsibility Matters;
- 3) Lobbying Certification;
- 4) Disadvantaged Business Enterprise Bidders List Form;
- 5) Form ADM-0227f and/or ADM-0312f; and
- 6) Reference List

RFP Certifications must be signed by the person in the Proposer's organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide this form/information with a submittal may disqualify the Proposal.

ALL Proposers *must* complete a Disadvantaged Business Enterprise (DBE) Bidders List form regardless of DBE status. Additionally, Proposers must submit Form ADM-0227f and/or form ADM-0312f.

Proposers must supply references for public transit service contracts for the previous five (5) years including current contracts. If contacted, all references must verify a high level of satisfaction for services provided.

### **3.6 ORGANIZATION, CAPABILITY, AND EXPERIENCE (TAB TWO)**

Provide a concise statement covering the history of your organization under current and any prior names (include number of years in business under each name), your major projects or activities both in general and similar to the subject of the proposal, and why your agency is best suited to fulfill the Requirements in Exhibit A – Scope of Work – Operations and Maintenance. This section should clearly state the unique qualifications which the Proposer believes it possesses to meet the goals and objectives in Exhibit A – Scope of Work – Operations and Maintenance, and include the following: present organizational structure and current operations, experience providing similar service that demonstrates your company's ability to provide the services described in your response, experience and qualifications of the proposed key staff members assigned to this project, the percentage of time key staff members will be devoted to this project, and key staff members' function including a detailed resume for each.

### **3.7 RESPONSE TO REQUIREMENTS (TAB THREE)**

Proposers are to describe how the Requirements in Exhibit A – Scope of Work – Operations and Maintenance will be met. Proposers are to describe response in sufficient detail to enable evaluators in knowing what is anticipated at every stage and to make a judgment as to the probable success of the proposed effort. Proposers shall present their plan to provide additional vehicles, including the type of proposed vehicles with clarification of whether the vehicles are owned, leased, maximum age of the vehicles, or mileage.

This section shall, at a minimum, include:

1. A statement on whether the organization has defaulted on a contract and if there pending legal actions currently against, or anticipated to be against, the organization.
2. A statement describing the organization's understanding and ability to:
  - Provide, operate, and maintain an efficient public transportation service;
  - Address sensitivity toward persons with special needs (i.e.: elderly and disabled persons) and the diverse ridership including people of color and foreigner guests;
  - Provide a high level of customer service to predominantly tourist ridership;
  - Establish and maintain excellent working relationship with client; and
  - Meet rural public transit requirements associated with the Federal Transit Administration; and
  - Adjust to emergency changes and operational situations as needed.
3. A description of the proposed vehicles and maintenance plan that meets or exceeds the manufacturer's recommended service plan.
4. The following required documents:
  - a. A copy of the most recent completed financial audit and identify the legal status of the organization.
  - b. A copy of the past three (3) years of closed/resolved accident claims paid out as part of any transit service operated in the state of California. A summary shall also be provided on the number of annual claims paid out as part of any transportation service operated by the organization.
  - c. System Standards
  - d. Personnel Policies and Procedures
  - e. Driver's Handbook
  - f. Drug and Alcohol Testing Policies and Procedures
  - g. Safety Training Programs (must include the names of individuals or agencies that provide defensive and passenger sensitivity training)
  - h. Risk Management Policy and Safety Plan
  - i. Comment/Complaint Procedures
  - j. Vehicle Inspections Procedures and Checklists
  - k. Vehicle Cleaning Procedures and Checklist
  - l. Service Transition Plan that must include a timeline for transitioning from the existing operator. Describe how the transition will take place in a seamless manner, with the least amount of disruption to the service as possible.

### **3.8 PROJECT COST (TAB FOUR)**

Proposer shall submit, at a minimum, the five (5) Pricing/Cost Forms provided in this RFP and include cost for the base contract term as well as each option years. The Run Detail document is to be used as a reference. The Pricing/Cost forms are titled as follows:

- Proposed Pricing for Services
- Personnel Cost – Operations
- Detailed Cost Form – Operations
- Personnel Cost – Maintenance
- Detailed Cost Form Maintenance

Microsoft Office Excel Pricing/Cost worksheets may be obtained by emailing Alicia Ochoa-Jones, Procurement Manager, at [alicia.ochoa-jones@mcagov.org](mailto:alicia.ochoa-jones@mcagov.org).

## **SECTION IV – BASIS OF AWARD, EVALUATION, SELECTION PROCESS, AND PROTESTS**

### **4.1 BASIS OF AWARD**

YARTS intends to make one (1) award to the responsive and responsible Proposer whose proposal is most advantageous to YARTS. Accordingly, YARTS may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest price proposal if doing so would not be in the overall best interest of YARTS.

### **4.2 RIGHT TO REJECT PROPOSALS**

YARTS reserves the right to reject any or all Proposals or any part thereof.

### **4.3 WAIVER OF IRREGULARITIES**

YARTS reserves the right to waive any informalities or minor irregularities in the Proposals and to make an award on the basis of suitability, quality of services to be provided, and ability to perform the Requirements.

### **4.4 EVALUATION**

Proposals will be evaluated by a selection committee based on the evaluation criteria outlined in Section 4.5.

### **4.5 EVALUATION CRITERIA**

Proposals will undergo an initial administrative review prior to evaluation. Any Proposal which fails to meet the submission requirements may be considered non-responsive and may be rejected.

Proposals will be evaluated on a maximum point scale of 100 as follows:

<b>Proposal Evaluation Criteria</b>	<b>Possible Points</b>
Technical Capacity	40
Cost Efficiency	25
Past Performance – Reference Checks	15
Transition Plan	10
Labor Retention – Plan for Hiring Existing Employees (10% preference per California Labor Code Section 1072)	10
<b>Total</b>	<b>100</b>

### **4.6 INTERVIEW PRESENTATION**

Top scoring Proposer(s) may be asked to participate in an interview. The Proposer's original response cannot be changed in any aspect at the interview presentation. Proposer(s) will be advised as to the time and place for such presentations, and they should be prepared to discuss all aspects of their response.

#### **4.7 NEGOTIATIONS**

YARTS reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. However, certain contract terms, including, but not limited to, Insurance, Indemnification, Termination for Convenience, and Liquidated Damages, are non-negotiable. If contract negotiations cannot be concluded successfully with the highest-ranking Proposer, the agency may choose to negotiate a contract with the next highest-ranking Proposer, etc.

#### **4.8 NOTICES - INTENT TO NEGOTIATE, INTENT TO AWARD, AND AWARD**

A Notice of Intent to Negotiate with the highest ranked proposer will be issued and sent via email to all participating proposers upon the evaluation committee's recommendation to initiate Agreement negotiations.

YARTS will issue a Notice of Intent to Award upon conclusion of negotiations and, where appropriate, place an item on the YARTS Joint Powers Authority board agenda for approval. The Notice of Intent to Award will be sent via email to all participating proposers. Proposals shall remain confidential and shall not be made available in response to a Public Records Act Request until after the issuance of the Notice of Intent to Award.

Once the YARTS Joint Powers Authority board and Caltrans have approved award of the Agreement, YARTS will issue a Notice of Award.

#### **4.9 DEBRIEFING**

A debriefing may be requested by unsuccessful Proposers after the Notice of Intent to Award has been issued and before the Notice of Award. Requestor shall submit questions via email to the Procurement Manager, or her designee, within three (3) business days of issuance of the Notice of Intent to Award. The purpose of the debriefing shall be to receive information concerning the evaluation of the unsuccessful Proposer. Information regarding other agencies/proposers will not be covered. Debriefings shall be held via telephone conference. The time allotted for the debriefing shall be a maximum of one (1) hour.

#### **4.10 YARTS PROTEST PROCEDURES**

All protests shall reference the name of the project or procurement in question and the contract, bid or proposal reference number. Failure to comply with the time requirements specified below shall constitute grounds for YARTS to deny the protest without further consideration. YARTS has no obligation to delay or otherwise postpone an award of a contract based on a protest. Bids or proposals shall remain confidential until after the Notice of Intent to Award is issued.

##### **YARTS Pre-Award Protest Procedures**

Any bidder or proposer who has submitted a bid or proposal to YARTS may file a protest of YARTS's intent to award a contract provided that:

1. The bid or proposal protest is in writing;
2. The bid or proposal protest is signed by the protestor or an individual legally entitled to act on his or her behalf;

3. The bid or proposal protest is received by YARTS Transit Manager not more than five (5) business days following the date of issuance of YARTS's Intent to Award the Contract; and
4. The bid or proposal protest sets forth, in detail, a statement of the reason(s) for the protest, all facts and documentation supporting the protest, and legal authorities and argument in support of the grounds for the protest. Any grounds for protest not identified in the pre-award protest are waived.

Protests of YARTS's Intent to Award must be personally delivered or sent by U.S. mail, postage prepaid, to:

Christine Chavez, YARTS Transit Manager  
Yosemite Area Regional Transportation System  
369 W. 18<sup>th</sup> Street  
Merced, CA 95340

With Copy to:  
Stacie Guzman, Executive Director  
Yosemite Area Regional Transportation System  
369 W. 18<sup>th</sup> Street  
Merced, CA 95340

With Copy to:  
General Counsel, Haden Law Office  
2241 N Street  
Merced, CA 95340

Any protest not conforming with the foregoing shall be rejected by YARTS as invalid. Provided that the protest is filed in strict conformity with the foregoing, YARTS's Transit Manager shall review and evaluate the basis for the bid or proposal protest. The YARTS Transit Manager shall provide the protestor with a written statement concurring with or denying the protest. The written decision will then be provided to the protestor.

Use of the above procedures shall be a condition precedent to use of the post-award protest procedures detailed below and/or the institution of any legal or equitable proceedings relative to the bid or proposal. In the event that any such legal or equitable proceedings are instituted and YARTS is named as a party thereto, the prevailing party(ies) shall be entitled to recover all attorney's fees and costs incurred in connection with the proceeding.

#### **YARTS Post-Award Protest Procedures**

Within five (5) business days of the contract being awarded, a bidder or proposer who has complied with the pre-award protest procedures detailed above may file a post-award protest. The post-award protest must:

1. Be in writing;
2. Be signed and dated by the bidder/proposer or someone legally entitled to act on his or her behalf; and
3. Include a detailed statement of the reason for the post-award protest and all facts and documentation supporting the bidder or proposer's position, including any legal authorities or argument.



Post-award protests must be personally delivered or sent by U.S. mail, postage prepaid, to:

Christine Chavez, YARTS Transit Manager  
Yosemite Area Regional Transportation System  
369 W. 18<sup>th</sup> Street  
Merced, CA 95340

With Copy to:  
Stacie Guzman, Executive Director  
Yosemite Area Regional Transportation System  
369 W. 18<sup>th</sup> Street  
Merced, CA 95340

With Copy to:  
General Counsel, Haden Law Office  
2241 N Street  
Merced, CA 95340

Failure to file a request for a pre-award protest shall constitute grounds for YARTS to deny the protest without further consideration of the grounds stated therein. Any grounds for protest that could have been, but were not, identified in the pre-award protest are deemed waived and will not be considered.

Provided that the protest is filed in strict conformity with the foregoing, YARTS's Executive Director or his or her designee shall review and evaluate the basis for the bid or proposal protest, together with the written statement issued by YARTS's Transit Manager. YARTS's Executive Director or his or her designee shall issue a written statement concurring with or denying the protest. The decision of YARTS's Executive Director shall be final and not subject to appeal or reconsideration.

Use of the above procedures shall be a condition precedent to the institution of any legal or equitable proceedings relative to the bid or proposal. In the event that any such legal or equitable proceedings are instituted and YARTS is named as a party thereto, the prevailing party(ies) shall be entitled to recover all attorney's fees and costs incurred in connection with the proceeding.

#### **4.11 APPEAL OF YARTS' DECISION TO CALTRANS**

Under limited circumstances, after an interested party has exhausted its administrative remedies at YARTS's level, the interested party may appeal YARTS's decision to the California Department of Transportation (Caltrans). The deadline for pre-award protest appeals to Caltrans is within five (5) days of YARTS's response to the interested party's pre-award protest. The deadline for post-award protest appeals to Caltrans is within five (5) days of YARTS's response to the interested party's post-award protest.

Caltrans limits review of appeals to:

- (1) YARTS's procedural failures (such as a failure to have protest procedures, failure to comply with protest procedures, or a failure to review a protest)
- (2) Violations of Federal law or regulations
- (3) Violations of State or local law or regulations

The appeal to Caltrans shall:

- (1) State the name and address of the interested party;
- (2) Identify YARTS as the party responsible for the RFP process;
- (3) State the grounds for appeal, with supporting documentation;
- (4) Include a copy of the protest filed with YARTS and a copy of YARTS's decision; and
- (5) State the relief sought from Caltrans.

Appeals to Caltrans shall be sent by mail to:

California Department of Transportation  
Division of Rail & Mass Transportation, MS 39  
PO Box 942874  
Sacramento, CA 94274-0001

With copies to:

YARTS  
369 W. 18<sup>th</sup> Street  
Merced, CA 95340

And:

Haden Law Office  
2241 N Street  
Merced, CA 95340

## CERTIFICATION

To: Yosemite Area Regional Transportation System C/O Merced County Association of Governments  
Attn: Christine Chavez, Transit Manager  
369 West 18<sup>th</sup> Street  
Merced, CA 95340

Re: YARTS Transit Service Operator, Bus Maintenance, and Bus Fuel Provider – RFP20210910YARTS

In compliance with Proposal package, of which this Certification is a part, the undersigned proposes to furnish all services as indicated in the enclosed submittal package for the following price:

Total Cost \$ \_\_\_\_\_ November 1, 2022, to October 31, 2027

Option Year 1 Cost \$ \_\_\_\_\_

Option Year 2 Cost \$ \_\_\_\_\_

The undersigned acknowledges receipt of the following addenda to the RFP:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

.....  
I am the authorized representative with authority to sign this certification and agree that:

1. The Proposal has been arrived at by the Proposer independently and has been submitted without collusion, and without any agreement, understanding, or planned common course of action, with any other party which would obstruct fair and open competition;
2. The Proposer is legally entitled to enter into contract with YARTS and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of state and federal law;
3. The Proposer agrees to pay the liquidated damages outlined in the Scope of Work;
4. The Proposer is willing to provide certifications and assurances in compliance with Federal Contract Provisions; and
5. The Proposer is fully informed regarding the accuracy of the above statements.

**NOTICE:** Any agreement or collusion among Proposers or prospective Proposers which restrain, tend to restrain, or are reasonably calculated to restrain competition by agreement to respond, or to refrain from responding, or otherwise, is prohibited.

\_\_\_\_\_  
Name of Individual, Partnership, or Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Person (Print or Type)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address of Authorized Person

\_\_\_\_\_  
Phone Number

## **NONDEBARMENT CERTIFICATION**

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

#### **Instructions for Certification**

1. 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.
2. 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 had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning 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.
4. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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.
5. The prospective lower tier participant further agrees by submitting this 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.
6. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**(CONTINUED ON NEXT PAGE)**

## NONDEBARMENT CERTIFICATION (CONTINUED)

7. 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.

8. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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

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.

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name of Organization/Business: \_\_\_\_\_

### LOBBYING CERTIFICATION

This form is to be submitted with an offer exceeding \$100,000.

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). \*
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of the Proposer's or Bidder's authorized official: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## DBE PROGRAM BIDDERS LIST FORM



**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM**

**369 W. 18<sup>th</sup> Street Merced, CA 95340**

**www.yarts.com**

**(209) 723-3111**

The Yosemite Area Regional Transportation System (YARTS) receives Department of Transportation (DOT), Federal Transit Administration (FTA) federal financial assistance passed through the Merced County Association of Governments (MCAG). MCAG as a **designated recipient** of DOT federal financial assistance funding is required to: 1) Create and maintain a comprehensive DBE bidders List {49 CFR Part 26.11(c)}; and 2) Monitor **subrecipient** compliance. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs participation in contracting opportunities for MCAG and subrecipients. This information will assist with establishing MCAG's triennial DBE goal. Each Bidders List is a compilation of Bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific acquisition

Certified DBE's must be verifiable and currently listed on the following website to be considered a certified DBE:

<https://ucp.dot.ca.gov/licenseForm.htm>

**Providing the following information is mandatory regardless of DBE status:**

### PART A: BUSINESS DATA

1. Business Name: \_\_\_\_\_

2. Business Address: \_\_\_\_\_

Street

City

State

Zip

3. County Business is located in: \_\_\_\_\_

4. Name of Contact Person: \_\_\_\_\_

5. Phone: (    ) \_\_\_\_\_ 6. Fax: (    ) \_\_\_\_\_

7. Email address: \_\_\_\_\_

8. Is this business a certified Disadvantaged Business Enterprise (DBE)?    a. ☐ **Yes \***    b. ☐ **No**

**\* If "yes", YARTS will verify via the following website:** <https://ucp.dot.ca.gov/licenseForm.htm>

9. Business Annual Gross Receipts:

a. ☐ Less than \$500,000

b. ☐ \$500,000 to \$1,000,000

c. ☐ \$1,000,000 to \$2,000,000

d. ☐ \$2,000,000 to \$5,000,000    e. ☐ Over \$5,000,000

10. Age of Business: \_\_\_\_\_ Years \_\_\_\_\_ Months

(continued on next page)

**DBE PROGRAM BIDDERS LIST FORM (CONTINUED)**  
**PART B: PROJECT AND WORK DESCRIPTION**

11. RFQ, RFP, OR IFB#: \_\_\_\_\_

12. Project Name: \_\_\_\_\_

13. Provide a brief description of scope of work, services, and/or materials to be performed/furnished:

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14. Will you subcontract any of your work?    a. ☐ **Yes \***                      b. ☐ No

**\* If "yes", subcontractor(s) also required to complete the mandatory Bidders List Form, regardless of DBE status.**

**PART C: SIGNATURE**

**The undersigned declares that the information set forth on this page is current, complete, and accurate.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



## **REFERENCE LIST**

Respondents are required to provide a list of public transit service contracts for the previous five (5) years including current contracts.

The list must include, at a minimum, the following per reference:

1. Agency Name
2. Contact Person's Name and Title
3. Address
4. Contact Person's Email Address
5. Contact Person's Telephone Number
6. Description of Transit Service, including fleet size and approximate service hours
7. Contract Term and Amount

### THIRD PARTY CONTRACT CLAUSES

#### Federal Transit Administration and California Department of Transportation Required Provisions

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally-supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

#### **For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00**

##### No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency’s obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the

Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted,

are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the

information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
  - 1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
  - 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.
- G. Section 504 and Americans with Disabilities Act Program Requirements  
The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

#### Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

#### Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

### **Awards Exceeding \$10,000.00**

#### Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work

performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.

- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

#### **Awards Exceeding \$25,000.00**

##### Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

## **Awards Exceeding \$100,000.00**

### Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

### Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
  - B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
  - C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.
- This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

### Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the

Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Awards Exceeding \$150,000.00**

##### Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$150,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

#### **Awards with Transport of Property or Persons**

##### U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- B. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

#### **Awards with Transit Operations**

##### Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.



### Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

### School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

### Vehicle Operator Licensing

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

### Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before May 1 and to submit the Management Information System (MIS) reports before May 1 to YARTS Transit Manager or Designee. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### **Miscellaneous Special Requirements**

#### Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

#### DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

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

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

The following Special Program(s) are applicable to this RFP.

#### DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 2%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227f without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request.

The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

#### Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

#### Prompt Payment and Return of Retainage

- A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

### Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

FTA Master Agreement 27 Required DBE Clause under Civil Rights – Section 12(e): To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows: (1) *Statutory and Regulatory Requirements*. The Recipient agrees to comply with: (i) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note; (ii) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26; and (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement. (2) *DBE Program Requirements*. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 CFR Part 26. (3) *Special Requirements for a Transit Vehicle Manufacturer (TVM)*. The Recipient agrees that: (i) *TVM Certification*. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26; and (ii) *Reporting TVM Awards*. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached in TrAMS. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing. (4) *Assurance*. As required by 49 C.F.R. § 26.13(a): (i) *Recipient Assurance*. The Recipient agrees and assures that: (A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26; (B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts; (C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (ii) *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance*. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26; (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable; (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the

requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and (D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) *Remedies*. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.

**2 CFR Part 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also §200.471.

## **SAMPLE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between Yosemite Area Regional Transportation System, a California joint powers authority within the meaning of Government Code § 6500 et seq (hereinafter referred to as "YARTS"), and *To Be Determined*, (hereinafter referred to as "CONTRACTOR"), collectively referred to as "the Parties".

It is agreed between the parties that:

### **Section One – Scope of Work**

CONTRACTOR agrees to perform all work necessary to complete, in a manner satisfactory to YARTS, those items described in Exhibit A – Scope of Work – Operations and Maintenance, incorporated herein by this reference as if set forth in full.

### **Section Two – Notice to Proceed – Documents Required After Award**

After YARTS' issuance of the Notice of Award to CONTRACTOR, CONTRACTOR shall be required to execute and return this Agreement, a Performance Bond in the amount of Four Hundred Fifty Thousand Dollars (\$450,000), and all certificates of insurance required by this Agreement, within the agreed upon time-period by both Parties.

YARTS shall serve an email Notice to Proceed upon full execution of this Agreement. Upon receipt of such notice, CONTRACTOR shall diligently proceed with the work authorized and complete it within the agreed time period.

### **Section Three – Term**

CONTRACTOR shall commence work November 1, 2022, and shall complete the performance of its obligations under this Agreement by October 31, 2027. All work is contingent on agreed upon services, available funding, and successful performance. The Agreement may be extended by YARTS, at its sole discretion, for up to two (2) additional one (1) year terms. The contract will be a firm fixed price contract for the full term.

### **Section Four – Compensation**

- A. Basis for Compensation
  - i. Under this Agreement, CONTRACTOR will be compensated on the basis of its fixed monthly fee and its rate per revenue hour, excluding deadhead time.
  - ii. The number of service hours are subject to increase or decrease by 20% during the term of this Agreement.
- B. Scope of Compensation

The compensation provided to CONTRACTOR as described in this Section shall cover the cost of all services provided under this Agreement including:

  - i. CONTRACTOR personnel providing management, operations, and maintenance labor under this Agreement, including employee wages, salaries, health benefits, retirement benefits, and other employee benefits as well as the costs of training.
  - ii. Use, maintenance, and repair of all revenue vehicles used to provide the services required

- under this Agreement.
- iii. CONTRACTOR shall pass-through fuel costs for the revenue vehicles used in providing services under this Agreement.
- C. Claims for Compensation by CONTRACTOR
- CONTRACTOR shall have no right or claim to compensation, payment, or reimbursement from YARTS, except as expressly provided in this Agreement. For services performed pursuant to this Agreement, YARTS agrees to pay, and CONTRACTOR agrees to accept as payment in full, the amounts as identified on the cost summary provided in Exhibit \_\_\_\_\_. CONTRACTOR shall be reimbursed no later than thirty (30) days following submission of a written, acceptable billing to YARTS. Written billing must include details of tasks and/or work completed relevant to the billing payment request.
- A. Billing Disputes
- In the event YARTS disputes all or any part of a bill submitted by CONTRACTOR pursuant to this Agreement, YARTS shall pay the undisputed portion of the invoice when due and shall notify CONTRACTOR of the disputed amount in writing at least ten (10) days of receipt of invoice. The Parties shall use best efforts to resolve the dispute amicably and promptly. Upon determination of the correct billing amount, YARTS shall pay such amount within ten (10) days of such determination.

## **Section Five – Insurance**

CONTRACTOR shall, for the duration of this Agreement, purchase and maintain insurance to protect against loss resulting from the performance of its duties under this Agreement. Said insurance coverage shall comply with the following minimum requirements:

- A. General Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or any other policy with a general aggregate limit is used, the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision, and other types of physical damage coverage, including repair or replacement with new equipment, at the discretion of YARTS, while on-road, parked, or stored shall be CONTRACTOR's responsibility. A qualified self-insured physical damage plan may be substituted subject to approval by YARTS.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$10,000,000.

Original certificates of such insurance shall be filed with YARTS. Said certificates shall evidence coverage through the term of this Agreement, reference the agreement number, and shall name YARTS as an additional insured. Modifications to insurance requirements must be approved by YARTS in writing. CONTRACTOR is responsible for providing YARTS updated insurance documents annually.

CONTRACTOR shall maintain worker's compensation coverage sufficient to comply with statutory requirements and limits as required by the California Labor Code, including Employers' Liability limits of

\$1,000,000 per accident.

Policies shall be endorsed to waive the insurer's subrogation rights against YARTS.

### Section Six – Performance Bond

The faithful performance by CONTRACTOR of each and every term, condition, and provision of this Agreement is expressly made a condition precedent to the payment of any sums agreed herein to be paid to CONTRACTOR by YARTS. CONTRACTOR shall post with YARTS a bond, or other financial instrument acceptable to YARTS, in the amount of Four Hundred Fifty Thousand Dollars (\$450,000) to secure said performance prior to November 1, 2022, and thereafter during the full term of this Agreement.

### Section Seven – Liquidated Damages

The Parties hereto acknowledge that the actual damages likely to result from the breaches listed in the liquidated damages tables included in the Scope of Work and incorporated herein are difficult to ascertain and will be difficult to prove in the event of breach. Therefore, the Parties intend that the payment of the amounts specified in said table shall serve to reasonably compensate YARTS for its actual damages sustained by any breach of CONTRACTOR's obligations thereunder and shall not constitute a penalty to CONTRACTOR. CONTRACTOR agrees to pay the amounts specified in the liquidated damages tables as specified therein and in the Scope of Work.

#### Penalties (Liquidated Damages)

Category	Assessment Frequency	Penalty Measure	Penalty	Acceptable Standard (no penalty)
On-time performance (Section 4.2)	Monthly	Less than 98% on-time performance during any calendar month	\$500	98% or greater on-time performance
Delayed/Missed Runs (Section 4.2)	Monthly	Vehicle is a no-show or arrives at the first scheduled stop 15 minutes or more after the scheduled pick-up time or does not complete the run within an hour of scheduled run.	1 <sup>st</sup> mechanical delay: \$0 2 <sup>nd</sup> mechanical delay: \$0 3 <sup>rd</sup> mechanical delay: \$0 Additional mechanical delays: \$500 per occurrence  Any operational delays (15 minutes or greater) or missed runs: \$500	Less than four (4) mechanical delays and no operational missed runs
Late Reports (Section 4.4)	Monthly	Any late report	\$100 per calendar day per late report	All required reports shall be submitted on time.



Bus cleanliness (Section 17.2)	Monthly	Any infraction	1 <sup>st</sup> incident: \$100 2 <sup>nd</sup> incident: \$150 3 <sup>rd</sup> incident: \$200  Additional incidents: \$250 per incident	No Incidents
Valid complaints about the Contractor to be validated by Contractor and confirmed by YARTS (Section 9.5)	Monthly	Greater than 10 valid complaints about the contractor per month	\$500 per month	Less than or equal to 10 complaints about the contractor per month
Non-compliance with employee uniform/dress code/appearance requirements (Section 3.8)	Per occurrence	Any infraction	\$50 for each infraction over 2 per month	No infractions

#### **Section Eight – Changes to Scope; Amendment**

It is understood and agreed by YARTS and CONTRACTOR that it may be necessary from time to time during the term of this Agreement to modify certain provisions and/or revise the scope of CONTRACTOR's work hereunder. In each such instance, YARTS and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision. Each agreement to modify or revise the scope of CONTRACTOR's work shall be reduced to writing, and, when fully executed by both parties, shall constitute an amendment to this Agreement. Each amendment will be identified and sequentially numbered as "Amendment No. 1", "Amendment No. 2" and so forth, and shall be subject to all of the other applicable provisions of this Agreement.

Notwithstanding the foregoing, YARTS may from time to time require minor changes in the scope and/or extent of CONTRACTOR's work involving transit routes, schedules, bus stop locations, and so forth to respond to demand, special events, and other occurrences without requiring an amendment pursuant to this Section. YARTS may also increase or decrease the number of annual vehicle revenue hours provided that (a) the number of annual vehicle service hours do not result in a greater than twenty percent (20%) increase or decrease and (b) provided that the number of days of operation per week and the start and/or end time of service on any given day are not affected.

In the event the vehicle service hours change more than twenty percent (20%), except in the case of a force majeure event, in which case Section 13 of this Agreement shall apply, YARTS and/or CONTRACTOR may request a rate adjustment based on the new level of service.

#### **Section Nine – Compliance with Laws, Rules, and Regulations**

All services performed by CONTRACTOR pursuant to this Agreement shall be undertaken with usual and customary professional care to be performed in accordance and full compliance with all applicable federal, state or city statutes, and any rules or regulations promulgated thereunder. All Exhibits referred to in this

Agreement are hereby incorporated by this reference.

#### **Section 10 – Responsibility of CONTRACTOR**

By executing this Agreement, CONTRACTOR warrants to YARTS that it possesses, or will arrange to secure from others, all of the necessary professional services and resources and facilities to provide YARTS with the services contemplated under this Agreement. CONTRACTOR further warrants that it will follow the best current, generally accepted practice of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

#### **Section 11 – Responsibility of YARTS**

To the extent appropriate to the Project contemplated by this Agreement, YARTS shall:

- A. Assist CONTRACTOR by placing at its disposal all available information pertinent to the project.
- B. Examine all studies, reports, proposals and other documents presented by CONTRACTOR, and render verbally or in writing, as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONTRACTOR.
- C. The Transit Manager, or designee, will act as YARTS's representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define YARTS's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

#### **Section 12 – CONTRACTOR Provided Facility**

At all times during the term hereof, CONTRACTOR shall retain a facility for the operations and maintenance of YARTS services as required by this Agreement. YARTS staff shall be permitted entry of the premises with a minimum of twenty-four (24) hours advance notice of arrival for purposes directly related to the management of this Agreement including but not limited to vehicle inspections, inventory review, maintenance review, and discussion of operations

#### **Section 13 – Force Majeure**

A Party shall not be deemed in default of this Agreement, nor shall it hold the other Party responsible for, any cessation, interruption, or delay in the performance of its obligations (excluding payment obligations) or any schedule changes or service reduction, due to or resulting from earthquake, fire, flood, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, pandemic, epidemic, public health emergency, or other similar event beyond the reasonable control of the Party, provided that the Party relying on this provision: A. Gives prompt written notice thereof; and B. Takes all steps reasonably necessary to mitigate the effects of the force majeure event.

#### **Section 14 – Termination of Agreement for Cause**

- A. YARTS may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
  1. If CONTRACTOR fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or

2. If CONTRACTOR fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and in either of these two circumstances does not correct such failure within a period of ten (10) days (or such longer period as YARTS may authorize in writing) after receipt of notice from YARTS specifying such failure.
- B. In the event YARTS terminates this Agreement in whole or in part as provided in Paragraph A above, YARTS may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- C. Except with respect to defaults of subcontractors, CONTRACTOR shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to timely perform is caused by the default of a subcontractor that is mandated, required, or otherwise imposed on CONTRACTOR by YARTS, CONTRACTOR shall not be liable for failure to perform the services.
- D. Should the Agreement be terminated as provided in Paragraph A above, CONTRACTOR shall provide YARTS with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONTRACTOR pursuant to this Agreement. Upon termination as provided in Paragraph A above, CONTRACTOR shall be paid the value of the work performed, as determined by YARTS less payments of compensation previously made. Payments previously made by YARTS to CONTRACTOR shall be credited to the amount payable to CONTRACTOR for allowable costs as provided herein, except, however, CONTRACTOR shall be entitled to a proportionate fixed fee, if any, which, in the opinion of YARTS, it has legitimately earned and was not related to the cause for which this Agreement was terminated.
- E. If after notice of termination of this Agreement as provided for in this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of YARTS.

#### **Section 15 – Termination for Convenience of YARTS**

YARTS may terminate this Agreement, with or without cause, at any time by giving CONTRACTOR ten (10) days written notice of such termination. If this Agreement is terminated by YARTS as provided herein, CONTRACTOR shall be paid a total amount that is the ratio of completed tasks to total services as determined by YARTS, less payments already made under this Agreement. This proration shall be extended to cover any fixed fee charged for a fully completed product. Upon termination, CONTRACTOR will give YARTS all of its work product.

#### **Section 16 – Interest of Officials and CONTRACTOR**

- A. No member or delegate to the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- B. CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no

interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

### **Section 17 – Subcontracting**

- A. CONTRACTOR shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of YARTS.
- B. All subcontracts shall be subject to the provisions contained in this Agreement between YARTS and CONTRACTOR.
- C. If the subcontractor is a Disadvantaged Business Enterprise, prompt payment and return of retainage requirements apply, as referenced in 49 CFR 26.29. CONTRACTOR will provide payment records upon YARTS's request.
- D. CONTRACTOR cannot terminate a subcontractor, including a DBE subcontractor, for convenience if CONTRACTOR listed the subcontractor in response to the RFP, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without YARTS's prior written consent.

### **Section 18 – Negotiated Agreement**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

### **Section 19 – Successors and Assigns**

Neither this Agreement nor any part hereof, nor moneys due or to become due hereunder, may be assigned by CONTRACTOR without the prior written approval of YARTS. However, CONTRACTOR may, with 90 days' written notice to YARTS, assign this Agreement to a parent, subsidiary, or affiliated company. Furthermore, CONTRACTOR shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the other party. This Agreement shall be binding upon and inure to the benefit of any successors or assigns.

### **Section 20 – Independent Contractor**

YARTS and CONTRACTOR agree that CONTRACTOR is an independent contractor, and that no employer-employee relationship exists or is created between YARTS and CONTRACTOR or any of its subcontractors. CONTRACTOR shall be solely responsible for the conduct and control of the work performed under this Agreement. CONTRACTOR shall be free to render services to others during the term of this Agreement so long as such activities do not interfere with or diminish CONTRACTOR'S ability to fulfill the obligations established herein to YARTS.

## **Section 21 – Dispute Resolution, Attorney Fees, Jurisdiction, and Venue**

In any action, suit or proceeding arising out of or in any way connected with the performance of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law relating to this Agreement or any litigation or arbitration arising out of this Agreement shall be interpreted pursuant to California law, subject to the jurisdiction of the Superior Court of California, and venued in the County of Merced. CONTRACTOR expressly waives federal jurisdiction.

## **Section 22 – Publication**

No reports relating to this work shall be published by CONTRACTOR without written permission of YARTS.

## **Section 23 – Indemnification**

CONTRACTOR shall indemnify and defend YARTS and hold it harmless from and against any and all claims, demands, or liability arising out of or in any way connected with the performance of this Agreement. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of YARTS. CONTRACTOR will, on request and at its own expense, defend any action, suit, or proceeding arising hereunder and shall reimburse and pay YARTS for any loss, cost, damage, or expense, including attorney's fees suffered by it hereunder.

## **Section 24 – Ownership of Documents**

All documents, methodological explanations, computer programs, drawings, designs and reports generated as a result of work on this Agreement shall be the property of YARTS.

## **Section 25 – Documentation/Access to Records**

CONTRACTOR shall document the results of the work with each billing, to the satisfaction of YARTS. Such documentation shall include a progress summary, listing attainment of Agreement objectives. CONTRACTOR shall work with YARTS to ensure that all paperwork requirements are met.

CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment to CONTRACTOR. Such materials shall be available for inspection by authorized representatives of YARTS, or the copies thereof shall be furnished if requested. The FTA, FHWA, Comptroller General of the United States, or any authorized representative, shall have access to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to that specific Agreement, for the purpose of making audit, examination, excerpt and transcriptions.

## **Section 26 – Waiver**

No waiver by either party of any default, breach, or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach, or condition precedent

shall be binding on any of the parties hereto. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder.

In no event shall the making, by YARTS, of any payment to CONTRACTOR constitute, or be construed as, a waiver by YARTS of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR. The making of any such payment by AUTHORITY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full obligations under this Agreement.

## **Section 27 – Notices**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- |                   |   |
|-------------------|---|
| A. To YARTS:      | Christine Chavez, Transit Manager<br>Yosemite Area Regional Transportation System<br>369 W. 18th Street<br>Merced, CA 95340 |
| B. To YARTS:      | Stacie Guzman, Executive Director<br>Yosemite Area Regional Transportation System<br>369 W. 18th Street<br>Merced, CA 95340 |
| C. To CONTRACTOR: | Contact Name, Title<br>Agency/Company Name<br>Street Address<br>City, State, Zip Code                                       |

Nothing hereinabove shall prevent either YARTS or CONTRACTOR from personally delivering any such notices to the other.

## **Section 28 – Integration**

This Agreement, Exhibits \_\_\_, \_\_\_, and \_\_\_, Attachments \_\_\_ – \_\_\_, and the FTA Fiscal Year 2021 Certifications and Assurances, represent the entire understanding of YARTS and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by YARTS and CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Yosemite Area Regional Transportation System:

By \_\_\_\_\_

Stacie Guzman, Executive Director

CONTRACTOR NAME:

By \_\_\_\_\_

Contact Name, Title

APPROVED AS TO FORM:

By \_\_\_\_\_

General Counsel, Haden Law Office

SAMPLE

## EXHIBIT A – SCOPE OF WORK – OPERATIONS AND MAINTENANCE

### 1. GENERAL

#### 1.1. General Scope of Work

CONTRACTOR shall provide supervision, technical, personnel and operating services, vehicle cleaning, complete employee training, equipment, vehicle maintenance, fuel, and other services necessary for the daily operation of YARTS transit services described in this Scope of Work. The primary goal of YARTS services is to provide the region with quality transit services that offer an alternative to driving to Yosemite National Park and the greater Yosemite region. The objectives in meeting that primary goal in the daily operation of YARTS are to:

1. Supply transit vehicle drivers.
2. Provide all support staff including schedulers/dispatchers, clerical, training and safety personnel, management personnel, and supervisory personnel.
3. Provide an operations and maintenance facility. CONTRACTOR shall be responsible for all equipment needed for the operations of YARTS including equipment needed to repair and service vehicles .
4. Provide transit vehicles as needed: 45 foot over-the-road coaches with restrooms. YARTS currently owns 10 vehicles and is scheduled to purchase six (6) additional buses to be available in 2022. CONTRACTOR may be asked to provide up to six (6) vehicles in a state of good repair during the term of the Agreement. The agency's long-term goal is to eliminate the need for contractor-provided vehicles and have an agency owned fleet of 19 active over-the-road coaches.
5. Provide vehicle maintenance and fuel on all buses used in the YARTS operation including any agency-owned fleet expansion vehicles added during the term of the Agreement. Fuel will be provided by CONTRACTOR and billed as a pass-through cost to YARTS.
6. Provide vehicle repairs including parts and labor.
7. Supply daily supervision.
8. Provide transit service according to the routes, time, and schedules as defined herein and as may be modified.

CONTRACTOR shall provide supervision, technical, personnel, and operating services, operations and maintenance facility, transit vehicles, vehicle maintenance, and vehicle fuel necessary for the daily operation of YARTS. The traditional level of service is as depicted in the 2021 summer schedule for Highway 140, Highway 120N, Highway 120E/395, winter schedule for Highway 140, and the proposed Highway 41 schedule. Current schedules for summer service and winter service can be found on the YARTS website. The current schedules for summer service do not reflect the service changes happening to each corridor starting in the Summer of 2023. The most significant change will be the truncation of the Highway 41 services. Summer of 2021 and 2022, the Highway 41 corridor will operate between downtown Fresno and Yosemite Valley, whereas starting in summer of 2023, services will operate between Oakhurst and Yosemite Valley only. Additional service changes to Summer of 2022 services will include the following: Elimination of Runs 1 and 8 on Highway 140, year-round; Reduction of runs on the Highway 120 corridor to operate only between Groveland and Yosemite Valley; and eliminating services after September 15 on Highway 120E/395 Corridor. The estimated services hours starting in Summer of 2023 are reflected in the following table:



Route	Revenue Hours	% of total service
Highway 140	11,254	75.5%
Highway 120	1,690	11.3%
Highway 120E/395	1,128	7.6%
Highway 41	831	5.6%
<b>Total</b>	<b>14,903</b>	

**a. Highway 140 Service**

Highway 140 services are provided seven (7) days a week, 361 days a year (No service operated on New Year's Day, Easter Sunday, Thanksgiving Day, and Christmas Day). Service schedules are targeted towards gateway community lodging guests, day visitors, and employees bound for Yosemite National Park. In addition, weekday service is also scheduled for residents of Mariposa County with employment, education, or other destinations in Merced. Service schedules are modified for seasonal peak demand generally mid-May through September. Schedules are coordinated with regional transportation services including The Bus, Greyhound, and Amtrak.

**b. Highway 395/120 Service**

Highway 395/120 East service is targeted towards gateway community lodging guests and residents of Mammoth Lakes, June Lake, Lee Vining, and Mono County. This service operates during the summer when Tioga Pass Road is open, generally June through September. Traditionally one bus operating at the bookends of the season, with one additional vehicle operating July through August.

**c. Highway 120 North Service**

Highway 120 North Highway 120 North is targeted toward gateway community lodging guests and residents of Sonora, Jamestown, Groveland, and Tuolumne County. This service operates three (3) buses from May through September. Traditionally, one bus operating between Sonora and Yosemite Valley throughout the season, with two additional buses operating between Groveland and Yosemite Valley June through August.

**d. Highway 41 Service**

Highway 41 is targeted toward gateway community lodging guests and residents of Fresno County, Madera, Coarsegold, Oakhurst, and Fish Camp. Services on Highway 41 previously operated between Downtown Fresno and Yosemite Valley with three (3) daily round trips available in the summer. Starting in Summer of 2023, Highway 41 services will only operate between Oakhurst and Yosemite Valley. Highway 41 service will operate between May and September with two buses.

**1.2. Responsibility for Operating YARTS Transit Service**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with operation of YARTS transit services. The omission of a specific duty or responsibility from this Scope of Work shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating a public

transportation system of a kind and character such as that operated by YARTS or is required by state or federal legislation or regulation.

YARTS anticipates expanding and/or revising service from time to time to improve the overall efficiency of the system and to meet public demand. These revisions may include increases or decreases in the number of system routes, miles, hours, days of service, and service configuration(s). YARTS will notify CONTRACTOR of additional service revisions or changes at least 60 days prior to the change(s). If at any time, changes to the entire service are greater than twenty percent (20%) overall (not including service changes due to events in the force majeure clause, which are common and may occur at any time), the CONTRACTOR may request a contract amendment, in writing to be submitted 30 days prior to the change in service, to the following: Christine Chavez, YARTS Transit Manager: 369 W. 18<sup>th</sup> Street, Merced, CA 95340 and Stacie Guzman, YARTS Executive Director: 369 W 18<sup>th</sup> Street, Merced, CA 95340.

1.3. Penalties (Liquidated Damages (LD))

CONTRACTOR shall provide high quality, effective, and efficient service. Performance of the services described herein is subject to the performance incentives and penalties included in table below. YARTS will provide CONTRACTOR a list of assessed liquidated damages monthly. CONTRACTOR shall reflect said liquidated damages in the following monthly invoice.

**Penalties (Liquidated Damages) Table**

<b>Category</b>	<b>Assessment Frequency</b>	<b>Penalty Measure</b>	<b>Penalty</b>	<b>Acceptable Standard (no penalty)</b>
On-time performance (Section 4.2)	Monthly	Less than 98% on-time performance during any calendar month	\$500	98% or greater on-time performance
Delayed/Missed Runs (Section 4.2)	Monthly	Vehicle is a no-show or arrives at the first scheduled stop 15 minutes or more after the scheduled pick-up time or does not complete the run within an hour of scheduled run.	1 <sup>st</sup> mechanical delay: \$0 2 <sup>nd</sup> mechanical delay: \$0 3 <sup>rd</sup> mechanical delay: \$0 Additional mechanical delays: \$500 per occurrence  Any operational delays (15 minutes or greater) or missed runs: \$500	Less than four (4) mechanical delays and no operational missed runs
Late Reports (Section 4.4)	Monthly	Any late report	\$100 per calendar day per late report	All required reports shall be submitted on time.
Bus cleanliness (Section 17.2)	Monthly	Any infraction	1 <sup>st</sup> incident: \$100 2 <sup>nd</sup> incident: \$150 3 <sup>rd</sup> incident: \$200  Additional incidents: \$250 per incident	No Incidents
Valid complaints about the Contractor to be validated by Contractor and confirmed by YARTS (Section 9.5)	Monthly	Greater than 10 valid complaints about the contractor per month	\$500 per month	Less than or equal to 10 complaints about the contractor per month
Non-compliance with employee uniform/dress code/appearance requirements (Section 3.8)	Per occurrence	Any infraction	\$50 for each infraction over two (2) per month	No infractions

#### 1.4. Subcontractors

CONTRACTOR's subcontractors shall adhere to the requirements of this Scope of Work. CONTRACTOR shall be responsible for all subcontractor activities and be subject to the performance incentives and penalties included Penalties (Liquidated Damages), as if the subcontractor's activity was performed by CONTRACTOR itself. CONTRACTOR shall not subcontract or otherwise assign any portion of the work to be performed without the prior written approval of YARTS.

#### 1.5 Changes to Scope

It is understood and agreed by YARTS and CONTRACTOR that it may be necessary from time to time during the term of this Agreement to modify certain provisions and/or revise the scope of CONTRACTOR's work hereunder. In each such instance, YARTS and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision. Each agreement to modify or revise the scope of CONTRACTOR's work shall be reduced to writing, and, when fully executed by both parties, shall constitute an amendment to this Agreement. Each amendment will be identified and sequentially numbered as "Amendment No. 1", "Amendment No. 2" and so forth, and shall be subject to all of the other applicable provisions of this Agreement.

Notwithstanding the foregoing, YARTS may from time to time require minor changes in the scope and/or extent of CONTRACTOR's work involving transit routes, schedules, bus stop locations, and so forth to respond to demand, special events, and other occurrences without requiring an amendment pursuant to this Section. YARTS may also increase or decrease the number of annual vehicle revenue hours provided that (a) the number of annual vehicle service hours do not result in a greater than twenty percent (20%) increase or decrease and (b) provided that the number of days of operation per week and the start and/or end time of service on any given day are not affected.

In the event the vehicle service hours change more than twenty percent (20%), except in the case of a force majeure event, in which case the Force Majeure Section of the resulting Agreement shall apply, YARTS and/or CONTRACTOR may request a rate adjustment based on the new level of service. If YARTS and CONTRACTOR cannot mutually agree upon a new rate, this Agreement may be terminated by either party upon giving one hundred twenty (120) days written notice to the other party.

## **2. INDEMNIFICATION, INSURANCE, AND PERFORMANCE BOND**

#### 2.1. Indemnification

CONTRACTOR shall indemnify and defend YARTS and hold it harmless from and against any and all claims, demands, or liability arising out of or in any way connected with the performance of the Agreement contemplated herein. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of YARTS. CONTRACTOR will, on request and at its own expense, defend any action, suit, or proceeding arising hereunder and shall reimburse and pay YARTS for any loss, cost, damage, or expense, including attorney's fees suffered by it hereunder.

## 2.2. Insurance

CONTRACTOR shall purchase and maintain insurance to protect against loss resulting from the performance of its duties under the services contemplated hereunder. Said insurance coverage shall comply with the following minimum requirements:

- General Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If the Commercial General Liability or any other policy with a general aggregate limit is used, the aggregate limit shall be endorsed to apply separately to this project, or the aggregate limit shall be twice the above occurrence limit.
- Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property damage.
- Automobile Physical Damage: Subject to existing law, collision, and other types of physical damage coverage, including repair or replacement with new equipment, at the discretion of YARTS, while on-road, parked, or stored shall be CONTRACTOR's responsibility. A qualified self-insured physical damage plan may be substituted subject to approval by YARTS.
- The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$10,000,000.
- Worker's Compensation: Statutory coverage and limits as required by the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident.
- All policies shall be endorsed to waive the insurer's subrogation rights against YARTS.

## 2.3 Performance Bond

CONTRACTOR shall post with YARTS a bond, or other financial instrument acceptable to YARTS, in the amount of Four Hundred Fifty Thousand Dollars (\$450,000) to secure performance during the full term of the resulting Agreement.

# 3. **PERSONNEL REQUIREMENTS**

## 3.1. CONTRACTOR Workforce

CONTRACTOR shall be solely responsible for maintaining a qualified labor force and satisfactory work performance. CONTRACTOR shall have policies approved by YARTS to help minimize employee turnover and retain qualified personnel.

## 3.2. Protection of Current Employees

CONTRACTOR, or its subcontractor(s), shall offer to hire the incumbent CONTRACTOR's employees at their existing rates of pay and comparable benefit levels. CONTRACTOR, or its subcontractor, shall tender written offers of employment to each employee of the aforementioned incumbent CONTRACTOR. CONTRACTOR, or its subcontractor, shall hire and employ each of the personnel accepting said employment but is not obligated to hire any existing transit system employee that refuses to accept said offer of employment.

3.3. Project Staff

CONTRACTOR's personnel shall include at a minimum, the following functions: Operations manager, scheduler/dispatchers, maintenance manager, accounting staff, safety and training manager, mechanics, clerical staff (assigned to YARTS), and vehicle operators.

3.4. CONTRACTOR Management of its Employees

Nothing in this Scope of Work or the Agreement shall be construed to limit CONTRACTOR's, or its subcontractors', right to manage its workforce (including existing employees), including its right to promote, demote, hire, discipline, discharge, train, re-train, or otherwise make personnel decisions, subject to the limitations imposed by law or the Agreement.

3.5. Liability for Pre-existing CONTRACTOR Obligations

CONTRACTOR, or its subcontractors, shall not be required to assume any liability for pre-existing wages, benefits, outstanding labor grievances, or any other outstanding costs for existing employees where such liability exists and was incurred prior to the start of the Agreement.

3.6. Management Positions

CONTRACTOR shall furnish, management positions as listed. Given the seasonal nature of the services, proposals to blend management positions will be considered as acceptable. It is required that the contractor provide adequate staffing to the satisfaction of YARTS to provide the scheduled services.

3.6.1. Dispatchers

Procedures must be established to ensure that CONTRACTOR's operations management staff and YARTS administration staff are aware of all complaints and operational issues/delays. A YARTS clerk shall be required to assist customers with schedules, fares, and general inquiries during a majority of business hours seven (7) days a week. A dedicated YARTS phone number shall be provided by the CONTRACTOR. Customer complaints shall be addressed within three (3) business days of receipt by CONTRACTOR.

3.7. Operator Requirements

3.7.1. Drivers shall possess:

- A valid California Class B driving license and appropriate Transit Certificate.
- A minimum of five (5) years licensed driving experience.
- Department of Justice criminal background clearance.
- Completion of CONTRACTOR's driving training program, which shall comply with applicable State and Federal laws and regulations.

3.7.2. CONTRACTOR shall not employ, as a driver, any of the following persons:

- Any person who has been convicted of a felony involving moral turpitude or narcotics within the five (5) years immediately preceding consideration of such person for employment.
- Any person who has been convicted of driving a vehicle recklessly within the two (2) years immediately preceding consideration of such person for employment.

- Any person who has been convicted of driving a vehicle while under the influence of intoxicating liquors and/or drugs within the five (5) years immediately preceding consideration of such person for employment.

### 3.7.3. Evaluation System Requirements

CONTRACTOR shall develop, maintain, and enforce a driving performance and safety evaluation system to evaluate its bus drivers throughout the term of the Agreement. Drivers not meeting minimum performance requirements shall not be eligible to drive. Said system shall be approved in writing by YARTS. YARTS reserves the right to require CONTRACTOR to expand, modify, or revise said performance and safety evaluation system. At a minimum, said evaluation system shall include:

- On-board check rides by CONTRACTOR's supervisory personnel at least once every six (6) months. Written evaluations of each driver's check ride(s) shall be provided to YARTS with the monthly report.
- On-board surveillance may also be utilized for this purpose.

### 3.8. Uniforms

3.8.1. CONTRACTOR shall provide uniforms approved by YARTS for all drivers. These uniforms shall, at a minimum, consist of identical shirts with a YARTS logo, and black or khaki trousers (jeans are unacceptable) or professional-appearing shorts made of the same material as the uniform trousers. Drivers shall wear name tags that clearly display their names while performing their duties. Winter uniforms will be required from October 1 through April 30. Summer uniforms will consist of the current YARTS polo and shorts shall be optional (at the driver's discretion) from May 1 through September 30. Shorts must be black or khaki and must be knee-length. Footwear must either be black or brown and weather and terrain appropriate (Ex: non-slip shoes, boots, hiking shoes), that are professional in appearance. Tennis shoes are not allowed. Drivers shall be neatly groomed and dressed in uniform at all times while on duty except during special theme-oriented days designated by CONTRACTOR and approved by YARTS. Non-compliance will result in a penalty.

## 4. **OPERATING PERFORMANCE STANDARDS**

Vehicles shall be operated with primary regards for the safety, comfort, convenience and overall satisfaction of passengers and the general public. Service shall be provided according to the requirements of YARTS and the Americans with Disabilities Act, including service modifications required as a result of a declared emergency. Operational difficulties that result in delayed or missed trips will be immediately reported to the designated YARTS Staff member.

4.1. Vehicles shall be operated with primary regards for the safety, comfort, convenience, and overall satisfaction of passengers of the general public. Service shall be provided according to the requirements of YARTS and the Americans with Disabilities Act, including service modifications required as a result of a declared emergency. Operational difficulties that result in delayed or missed trips will be immediately reported to the designated YARTS staff member, as defined by section 4.2

#### 4.2. On-time Performance – Liquidated damages

The minimum on-time performance standards shall include:

- a. A 98 percent (98%), or greater, of monthly on-time performance for all routes in operation. Failure to meet the minimum standard will result in a \$500 penalty for the month in which the on-time performance falls below 85 percent (85%). On time shall be considered departing the first scheduled stop within five (5) minutes of the scheduled departure time, excluding any reported delays while on route.
- b. Delayed or Missed Runs: A trip will be considered late when the vehicle arrives 15 minutes or more after the scheduled pick-up time at the first stop of the run or does not operate a run servicing scheduled stops. Penalties for late or missed runs will be assessed monthly (this does not include service disruptions caused by any reported accidents, traffic, or natural disasters).

Any operational issue which results in a delayed or missed run will be assessed at \$500 per incident.

1<sup>st</sup> mechanical delay: \$0

2<sup>nd</sup> mechanical delay: \$100

3<sup>rd</sup> mechanical delay: \$200

4<sup>th</sup> plus any additional mechanical or operational delays: \$500 per incident

#### 4.3. Reducing missed runs and delays

- Drivers shall initial paperwork or e-mail acceptance and review of the work assigned.
- Dispatchers shall confirm each trip assignment with the driver the day prior to the schedule.
- Dispatch shall confirm any last-minute changes directly with the driver.
- Dispatch hours shall be extended to provide oversight of all runs.
- Dispatch shall verify prior to each departure that the driver has clocked in on time.
- Dispatchers shall be encouraged to be qualified (no less than two (2) will be required) to provide some ability to fill in for last-minute driver emergencies.
- A stand-by driver shall be available, when possible, to fill open positions without a call-in delay.
- The driver clock-in time prior to the schedule start will be set earlier. This will help not only operational delays but mechanical delays as well. The earlier clock-in time will provide a greater window of time to replace a driver if necessary and provide a greater time to switch a driver to another bus in the event of a mechanical failure.
- A monetary reward system will be implemented with the drivers to pass on to them any savings from a reduction in penalties assessed.
- More detailed data on specific driver issues will be collected so that any driver causing more than one penalty will receive coaching.

Quarterly certification that each of the criteria are still in practice shall be submitted with the monthly report.



#### 4.4. Reporting

Reports are due to YARTS by the tenth (10<sup>th</sup>) business day of each month for the preceding month. Monthly reporting shall be compiled and totaled by corridor and all services. Late reports will be assessed a penalty of \$100 per report per calendar day.

### 5. TRAINING PROGRAM

#### 5.1. Driver Training Program

##### 5.1.1. General Objective of Program

CONTRACTOR shall provide complete, thorough, and continuous training for drivers to ensure safe and efficient operation of buses compliant with this Scope of Work and federal and state statutes, regulations, and requirements. All staff shall also be trained to follow YARTS policy and procedures which will be provided to CONTRACTOR.

##### 5.1.2. Training Program Minimum Requirements

At a minimum, CONTRACTOR's training program shall be fully compliant with the requirements described in this paragraph and include training. CONTRACTOR shall submit to YARTS, for its approval, a training program that complies with the requirements of this section. YARTS, at its sole discretion, may issue a directive to CONTRACTOR to revise and/or improve its training program if YARTS determines that said program does not comply with the requirements of this section. At YARTS discretion, CONTRACTOR shall revise its training program and resubmit it to YARTS for its review and approval.

##### 5.1.3. Hours of Training

5.1.3.1. A minimum of 36 hours of classroom instruction relative to policies, procedures, defensive driving, vehicle code, vehicle operation and inspection, radio procedures, schedules, fare media, emergency procedures, laws and regulations and report writing.

5.1.3.2. 12 hours of Americans with Disabilities Act (ADA) procedures and sensitivity training.

5.1.3.3. 40 hours of behind the wheel training in non-revenue service.

5.1.3.4. 48 hours of behind the wheel training in revenue service.

5.1.3.5. To be considered and to remain a Behind-the-Wheel (BTW) trainer for New Operator Training, the following minimum qualifications must be met:

5.1.3.5.1. Successful completion of the entire New Operator Training program.

5.1.3.5.2. Successful completion of all BTW evaluations that he/she will be implementing as part of BTW training.

5.1.3.5.3. Have at least one (1) year experience in a transit/operator position.

5.1.3.5.4. Satisfactory attendance record.

5.1.3.5.5. Excellent customer service record.

5.1.3.5.6. Not any person who has been convicted of driving a vehicle recklessly within the two (2) years immediately preceding consideration of such person for employment.

5.1.3.5.7. No preventable work-related injuries within the previous two (2) years.

5.1.3.6. Eight (8) hours of documented classroom instruction on customer service.

##### 5.1.4. Training Program Content

5.1.4.1. CONTRACTOR's training program shall:

- 5.1.4.1.1. Contain monthly safety meetings that shall be at a minimum one(1) hour to meet requirements for the Verification of Transit Training certificate and to be attended by all drivers and driver supervisors.
- 5.1.4.1.2. Contain training components as necessary to ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment properly, efficiently, and safely. Training shall ensure that drivers have a thorough operating knowledge of all equipment they utilize and/or monitor during daily operation including, but not necessarily limited to destination signs, PA Systems, Automated Vehicle Locator (AVL) system (if applicable), farebox and video surveillance systems.
- 5.1.4.1.3. Contain a training component in customer relations and quality customer service to ensure that drivers and dispatchers display a "customer first" attitude at all times.
- 5.1.4.1.4. Ensure that all drivers comply with the requirements of the Americans with Disabilities Act (ADA) and assist elderly passengers and individuals with disabilities in a respectful and courteous manner. Drivers shall have hands on training to properly and efficiently secure mobility devices (i.e., wheelchairs) in full compliance with ADA.
- 5.1.4.1.5. Ensure that drivers have a thorough knowledge of YARTS transit service (i.e., routes, fares, schedules, services areas, and policies).
- 5.1.4.1.6. Ensure drivers are trained to properly count and record ridership by passenger type, fares collected, passes sold, and any other statistical information required by YARTS.
- 5.1.4.1.7. Contain training components to ensure a response to emergency situations consistent with CONTRACTOR's safety and security program.
- 5.1.4.2. All drivers must have ongoing, documented refresher training of at least 20 hours annually. Documentation must be provided to YARTS at YARTS request.
- 5.1.4.3. YARTS representatives shall be allowed to participate in any component of the driver training program at YARTS discretion.

## 5.2. Field supervisor training

CONTRACTOR shall ensure that all field supervisors complete the driver training program as well as the following:

- 5.2.1. Reasonable suspicion training.
- 5.2.2. Accident investigation.
- 5.2.3. Conflict resolution training.
- 5.2.4. Minor road call (troubleshooting) repairs as agreed upon with YARTS

## 6. **SAFETY PLAN AND PROGRAM**

CONTRACTOR shall provide a safety plan to YARTS and follow it precisely. Said plan shall comply with any and all federal and state requirements for safety programs and policies. The safety plan and program shall include at least the following:

### 6.1. Daily Safety Message

To be provided to all operators and emailed to all employees.

### 6.2. Safety Audit

The on-site General Manager or designee shall be responsible for conducting monthly safety inspection audits. Documentation of monthly safety inspection audit shall be provided to YARTS with the monthly report package.

## **7. ACCIDENTS/INCIDENTS**

### **7.1. Reporting**

CONTRACTOR shall report any and all accidents and incidents involving YARTS buses, or customers aboard YARTS buses in a manner satisfactory to YARTS. CONTRACTOR bus drivers and supervisory personnel shall follow an accident and incident handling procedure approved by YARTS. Any accident or incident that requires the involvement of fire, police, or ambulance services shall immediately be reported to YARTS. A summary of accidents and incidents involving YARTS buses shall be provided with the monthly report.

### **7.2. Maintenance of Records**

CONTRACTOR shall maintain a log of all accidents and incidents in a manner satisfactory to YARTS and submit a copy of said log to YARTS within ten (10) days following the last day of the preceding month.

### **7.3. Confidentiality**

All information regarding accidents or incidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident or incident unless it is to police, supervisory personnel, other individual(s) involved or to the extent required by law.

### **7.4. Accident Retraining**

Drivers involved in preventable accidents shall receive a minimum of (4) hours of documented retraining before returning to revenue service.

### **7.5. Review of Video from Bus Video Surveillance System**

CONTRACTOR shall request video from YARTS staff and review videos of accidents or incidents from the bus video surveillance system. For each request, YARTS will provide a timeframe in which CONTRACTOR shall review the video and respond to YARTS. YARTS will specify any requirement for report content at the time of the request. CONTRACTOR shall respond back to YARTS within YARTS's specified timeframe with a report meeting YARTS's content requirements. YARTS staff will be notified within 24 hours of any incident that occurs where CONTRACTOR requires video to be pulled from the bus video surveillance system. Any instance in which a vehicle is determined to be missing a hard drive while in revenue service is subject to a \$250 infraction per incident. Health checks shall be performed and submitted on the surveillance system no less than monthly.

## **8. VEHICLE CLEANING, CONDITION, AND DAMAGE**

### **8.1. Vehicle Cleaning – General**

CONTRACTOR shall provide the necessary manpower, equipment, and supplies, without exception, to thoroughly wash and clean each YARTS vehicle. Interiors shall be washed daily. Exteriors shall be thoroughly washed regularly. Each vehicle shall receive a detailed cleaning once each month, which shall be documented and provided to YARTS on a monthly basis.

Vehicles shall also be washed immediately after rainy weather. Vehicle cleaning is more particularly described in the following paragraphs.

#### 8.2. Daily Cleaning

CONTRACTOR shall thoroughly clean the interior of each of YARTS' vehicles daily. All buses shall begin each service day absent of all dirt, grime, dust, or any other substance that would not be present on a clean bus. Washable surfaces shall be cleaned with high quality products that disinfect and neutralize bacteria and other harmful elements found on transit vehicles. All buses shall start each service day smelling fresh and clean. CONTRACTOR shall perform the following cleaning activities daily. Chemicals and cleaning supplies shall be approved by YARTS staff.

- Sweep, remove all dirt, debris, dust, and trash to a container and dispose of it in a bin.
- Mop entire floor with appropriate disinfectant and deodorizing cleaning solution, as needed. Mop water shall be changed frequently so that reasonably clean solution is used on floors. Floors shall be adequately rinsed with fresh clean water after being mopped. Water shall be disposed of as allowed by local and state regulation.
- Remove gum and other foreign matter as needed.
- Wipe plastic seats frames with a cleaning solution.
- Remove graffiti.
- Wipe all handrails/grabrails with a cleaning solution.
- Wash and polish all windows inside and outside.
- Wash and polish windshields inside and outside.
- Wash and polish all mirrors.
- Ensure that there are no streaks or smears on windows or mirrors.
- Driver's compartment:
  - Remove all dirt, dust, and debris from floor area.
  - Empty and clean/wash trash container.
  - Dust seat, dash, instrument panel, lower part of seat, and beneath seat.
- Dust all ledges and around windows.
- Dust wheelchair lift compartment.
- Clean and empty lavatories daily.
- Keep on-board hand sanitizer dispensers filled.
- Mops and rags used for cleaning shall be clean and free from odor at the beginning of each shift. Rags and mops shall be frequently replaced during a shift.

#### 8.3. Monthly Detailing

All vehicles shall be cleaned in detail on a monthly basis to remove all visible dirt, grime and stains and return bus as much as possible to a like-new condition, including walls, ceilings, seats, dashboards, instrument panels, and any washable surface. Said surface shall be washed or cleaned in a manner to remove all dirt and grime without damage to the surface. All areas, including ledges, rails, wheel wells, corners, window frames, driver compartments, and wheelchair lifts shall be cleaned completely.

8.4. Special Event Cleaning

CONTRACTOR shall, as required by YARTS', ensure that the exterior of the bus used for the special event is clean. For each twelve (12) month period beginning on the effective date of the Agreement, said special cleaning shall be limited to a maximum of twelve (12) special cleanings of individual buses.

8.5. Emergency Cleaning

CONTRACTOR shall provide all materials needed to meet emergency cleanup needs associated with on-board illnesses, liquid spills, etc. CONTRACTOR shall supply all materials and supplies needed by drivers for hygiene purposes. CONTRACTOR may need to switch out buses due to cleanup that is a hazard to other passengers, if possible, to do so within a reasonable amount of time.

8.6. Reporting

CONTRACTOR shall provide documentation of vehicle daily and monthly detailing as agreed upon with YARTS staff.

8.7. Condition of Buses

8.7.1 Vehicle Exterior

CONTRACTOR shall maintain the exterior buses in an undamaged state at all times and shall implement an ongoing repair, touch-up, and repainting program. Areas of buses with chips, peeling, flakes, dings, scratches, and all other body or paint damage, including but not limited to the bus fronts, shall be expeditiously repaired, primed, and repainted at CONTRACTOR's expense. Vehicle wraps are excluded from CONTRACTOR's expenses if YARTS owned vehicle wraps are determined to need repair due to normal wear and tear. YARTS will work with the contractor to determine repair needs, and the CONTRACTOR will coordinate repairs needed, and pass pre-approved costs back to YARTS.

8.7.2 Vehicle Interior

CONTRACTOR shall keep the interior passenger compartment free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus. Seats (including all cushions and frames), stanchions, standee straps, luggage lofts, and wheelchair tie-down systems shall always be maintained in good operating condition. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery. Contractor shall always maintain the interior of buses in an undamaged state and shall implement an ongoing repair, touch-ups, and maintenance program.

8.8. Damage to YARTS Vehicles

CONTRACTOR shall reimburse YARTS for any cost it incurs to repair damage that occurs to any of YARTS's vehicles while under the care and control of CONTRACTOR, any of its employees, or any vendor to which CONTRACTOR has subcontracted, regardless of the party that is responsible for the damage. YARTS's determination of responsibility for damages and reimbursement amount for it shall be conclusive. YARTS shall have sole control over the manner in which repairs are made. CONTRACTOR shall pay said reimbursement within ten (10) days of YARTS mailing of an invoice. Said invoice provided by YARTS shall include only parts and labor. Additional information will be provided at YARTS's sole discretion.

## **9. OPERATING REQUIREMENTS**

### **9.1. General**

CONTRACTOR operation of buses shall be compliant with YARTS's policies included in this Scope of Work and may be modified at YARTS's sole discretion. CONTRACTOR shall be responsible for project management according to the operations standards and performance requirements set forth in this Section, the other provisions of the Agreement, and other Agreement Documents.

### **9.2. Operating Performance Standards**

CONTRACTOR shall adhere to the following operating performance standards:

9.2.1. Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the general public.

9.2.2. Service shall be provided as scheduled or according to any adjusted schedule established by YARTS, including route modifications required as a result of a declared emergency.

9.2.3. CONTRACTOR shall strive to maintain on-time performance in accordance with published schedules.

### **9.3. Detours**

For significant detours impacting service, once notified by YARTS, CONTRACTOR will develop plans for detours and coverage and get YARTS approval of route modifications and stops to be affected. YARTS assumes responsibility for signage of detours and stop closures once a plan has been developed. CONTRACTOR, at YARTS request or when immediately necessary for operations, shall assume responsibility for posting detour signage and keep YARTS apprised of all such postings.

### **9.4. Pre-Trip/Post-Trip**

Pre-trip/post-trip procedures shall be fully compliant with all federal, state, and local requirements as may be modified from time to time. The procedure shall also include inspection to ensure all electronic features are functioning properly including, but not limited to, AVL, Annunciator, farebox, destination signs and all other on-board equipment. This procedure shall include a checklist item that specifies the time of departure on first trip of shift. Staff shall document and report all issues and repairs needed in a manner satisfactory to YARTS.

### **9.5. Complaints**

CONTRACTOR shall be required to develop a written complaint procedure that complies with all federal, state, and local laws. Said procedure shall be approved by YARTS. At a minimum, CONTRACTOR will be required to review video and document resolution and disciplinary action that was taken. CONTRACTOR shall contact complainants and inform them of the resolution of any complaints. The complaint form, or log, shall be forwarded to YARTS staff within three (3) business days.

### **9.6. Driver Behavior on Bus**

- Driver shall display a customer first attitude towards all passengers.
- Drivers shall appropriately assist elderly passengers and passengers with disabilities.
- Driver shall abide by all applicable Americans with Disabilities Act requirements.

- Drivers shall not use cellular phones for any personal purpose, except under emergency circumstances, while on any YARTS vehicles or during any time on paid status when they are expected to interact with customers.
- Drivers shall follow YARTS policy.

#### 9.7. Ride Checks

All Vehicle Operators will receive a minimum of two (2) ride checks and two road observations annually. If any deficiencies are noted, retraining is conducted. The retraining includes focusing on the item for which the vehicle operator was deficient and defensive driving. Ride check procedures are to be approved by YARTS staff and a summary of results are to be submitted with monthly reporting.

#### 9.8. Equipment

Drivers shall proficiently operate all equipment used in the provision of service (AVL system if applicable, fareboxes, head signs, wheelchair lifts/ramps, etc.) in a manner consistent with manufacturer's guidelines, industry practice and direction from YARTS. CONTRACTOR shall ensure that drivers log on to all equipment on board that requires it. No equipment shall be operated if it is in unsafe condition.

##### 9.8.1. Leased Over-the-road coaches

CONTRACTOR shall lease up to six (6) over-the-road coaches that meet YARTS vehicle condition standards and requirements. The quantity of leased buses is anticipated to reduce as the acquisition of additional YARTS fleet occurs. CONTRACTOR shall discuss with YARTS quarterly the need to utilize leased vehicles. It shall be discussed with YARTS Staff which corridors have leased vehicles and the bus assignment of leased vehicles to corridors shall be approved by YARTS in advance. CONTRACTOR shall be fully responsible for all maintenance costs associated with all leased vehicles, excluding fuel. Vehicles shall be kept in a state of good repair during the term of the Agreement.

#### 9.9. Fares

Drivers shall issue, collect, and process fare revenue and fare media as directed by YARTS. To the extent YARTS considers reasonable, drivers shall inspect fare media presented by passengers for authenticity and validity. Operators shall track daily walk-on ridership and reservations including no-shows to provide daily ridership and fare reconciliation opportunity in a manner approved by YARTS.

#### 9.10. Stand-by Drivers

A sufficient number of drivers shall be assigned to extra-board/protection status to ensure that no trip is missed due to the unavailability of a driver, whether it is scheduled or unscheduled unavailability.

#### 9.11. Dispatchers

CONTRACTOR shall have at least one (1) dispatcher for each service on duty during all hours of operation seven (7) days a week until the last bus pulls into the yard. Dispatch and vehicle operator duties by CONTRACTOR's employees shall not be performed concurrently by one (1) person.

9.12. Printed Customer Information/Materials on Buses

CONTRACTOR shall ensure that buses are fully stocked with printed customer information as required by YARTS. CONTRACTOR shall maintain a stock of printed materials on buses and monitor supply. CONTRACTOR shall inventory printed materials on routine basis, as directed by YARTS, and report monthly on the inventory results. CONTRACTOR shall notify YARTS with sufficient time before running out to allow reprinting without running out of stock. CONTRACTOR may be occasionally asked to deliver public information to scheduled YARTS stops.

9.12.1. CONTRACTOR shall prepare run cuts and take all other steps necessary to ensure drivers are available to implement bus schedules provided to CONTRACTOR by YARTS, including any schedule changes made by YARTS. Schedule revisions are anticipated to occur approximately twice per year.

9.12.2. Drivers shall log on to YARTS's AVL system if applicable.

9.12.3. Proper destination sign readings shall be displayed at all times as directed by YARTS. CONTRACTOR shall be responsible for the programming of head signs with text approved by YARTS.

9.12.4. During night operation all passenger lights shall remain on for safety reasons.

9.12.5. Repair of buses while in revenue service is allowed only if such repair does not preclude the bus from maintaining its schedule. No bus shall be repaired while operating on route in revenue service unless such repair is the most expeditious solution to an issue that is preventing the bus from operating its route in adherence with its schedule.

9.12.6. CONTRACTOR shall exercise sound judgment and dispatch supplemental buses as conditions require and as directed by YARTS. CONTRACTOR shall place a bus in revenue service to serve all bus stops along a route that are impacted by, or could reasonably be anticipated to be impacted by, a delay in scheduled service of fifteen (15) minutes or more. This policy shall be subject to YARTS revision at any time, at its sole discretion.

9.12.7. Drivers shall report to CONTRACTOR all bus stop signs, shelters, and furniture in need of maintenance or repair and trees in need of trimming to prevent damage to buses. CONTRACTOR shall report the information to YARTS within twenty-four (24) hours of CONTRACTOR receipt of said information. Graffiti and other indications of vandalism shall be reported in addition to any other needed repair.

9.12.8. Drivers shall announce bus stops, major landmarks and major intersections using the on-board public address system as required by the Americans with Disabilities Act and in accordance with the list of ADA announcements provided to CONTRACTOR by YARTS. If FTA finds YARTS in violation of ADA stop announcement requirements, CONTRACTOR shall pay the financial penalty imposed on YARTS, if any, and reimburse YARTS for staff time and materials expended to resolve this issue with the FTA and/or other complainant. CONTRACTOR shall monitor public address systems on each bus and report malfunctioning systems as directed by YARTS.

9.12.9. CONTRACTOR shall enforce all rules applying to passenger behavior on-board YARTS buses as may be established, revised, or modified by YARTS, the State of California and/or the United States government. Drivers shall enforce all passenger behavior policies established by YARTS.

9.12.10. All buses are equipped with destination signs and video monitors. CONTRACTOR shall upload new readings into destinations signs and the video monitor display as directed by YARTS.



## **10. FARE REVENUE COLLECTION AND RECONCILIATION**

### **10.1. Fare Collection**

CONTRACTOR shall develop policies and procedures for cash handling and accountability, to be approved by the Transit Manager, and shall collect those cash fares according to procedures approved by YARTS. A weekly update of fare collection shall be provided weekly by corridor. A fare revenue summary shall be sent to YARTS by the tenth (10<sup>th</sup>) day of the following month.

### **10.2. Fare Media**

CONTRACTOR shall sell fare media on YARTS vehicles in a manner prescribed by YARTS. Media sales shall be reconciled daily by vehicle. Revenue shall be held in a secure location and deposited as required by YARTS. All sales are subject to audit by YARTS.

### **10.3. Fare Revenue Reimbursement by CONTRACTOR**

YARTS may require CONTRACTOR to reimburse it for fare revenue lost, misplaced, stolen, or otherwise missing as a result of illegal, inappropriate, or negligent behavior by CONTRACTOR's employees. CONTRACTOR shall implement modifications to this procedure as prescribed by YARTS.

## **11. DATA COLLECTION AND REPORTING**

This section provides an overview of YARTS data collection requirements. YARTS may adjust such requirements at its sole discretion.

### **11.1. Reports and Statistical Data Compilation**

In addition to the other records and reports required by this Scope of Work, CONTRACTOR shall compile, maintain, and furnish to YARTS certain reports and statistical data monthly. A route record system approved by YARTS shall be established and maintained to provide the following daily information for each route and service operated under the Agreement to YARTS by the tenth (10<sup>th</sup>) day of the following month:

- Number of cash customers and fare paid by type (Free child, NPS Employee, Amtrak, one-way, round trip), by location (ex: Merced Amtrak, Mariposa Park and Ride, etc.) and by corridor
- Number of free riders
- Number of customers using multi-ride bus passes by corridor
- Number of passes sold by pass type (farebox payment only)
- Amount of cash collected per pass sales
- Number of bicycles transported
- Route mileage (Revenue) and bus hours, including vehicle service hours and vehicle service miles
- Any removal of equipment resulting in an interruption of service, including particulars such as time service was suspended and time it resumed
- Complaints and requests for service from the public
- Number of wheelchair users
- Amount of fuel per bus
- Daily operated hours/monthly miles by vehicle.
- Daily record of revenue count with revenue summary

- Driver passes issued, amount sold, lost, or returned
- Special service request documentation
- Any additional route or patron information requested by YARTS
- Summary of accidents and incidents
- Service interruptions (delay log) – time out of service, reason, time returned to service
- Complaint resolutions
- Monthly alcohol and Drug Testing reports for YARTS operations Staff including mechanics and drivers, date of test, results, plan of action if test is failed, and
- Monthly driving log summary for all YARTS operators: Name of driver, bus number, date, log-in/out entries' hours on duty/off-duty.

Reports must be broken out by corridor, as well as by weekday, Saturday, and Sunday. YARTS staff may add or remove any report they deem necessary to comply with both federal and state regulations.

## **12. INVOICES**

### **12.1. Submittal**

During the Agreement term, CONTRACTOR shall submit one (1) invoice each month to YARTS by the tenth (10<sup>th</sup>) business day of the month for the prior month's service, in the format prescribed by YARTS. Each invoice shall include all documentation and supporting information needed to calculate the payment due.

### **12.2. Invoice Contents and Calculations**

CONTRACTOR shall submit invoice by the 10<sup>th</sup> business day of each month. The amount payable under such invoice will be equal to the sum of (A) one hundred percent (100%) of the applicable fixed monthly fee, plus (B) the number of scheduled revenue hours actually operated through the last day of the prior month by corridor, times the applicable rate per revenue hour. All liquidated damages and incentives incurred during each month shall be documented separately in the monthly invoice.

### **12.3. Special Bus Services or Additional Services Invoicing**

Any charges for special bus services or additional services shall be submitted as separate line(s) in the monthly invoice.

### **12.4. YARTS Review and Payment**

12.4.1. Payment will be made by YARTS within 30 calendar days after an invoice is received and approved by YARTS staff.

12.4.2. If YARTS determines, based on its review of an invoice, that payment has been requested for services that were not provided in accordance with the Agreement, or if YARTS otherwise questions or objects to the contents of an invoice, YARTS shall so notify CONTRACTOR and give CONTRACTOR the opportunity to correct the invoice. If the invoice is not corrected to the satisfaction of YARTS, YARTS may withhold payment of the disputed amount and make payment of any undisputed amount due.

12.4.3. YARTS may, at its discretion, withhold an appropriate amount from any invoice at or near the end of the Agreement term in order to cover the cost or estimated cost of repairs required as a result of the estimated cost of vehicle repairs required as a result of the vehicle turnover audit inspection.

12.5. Audits and Reviews

YARTS may, at any time, conduct an audit of any records kept by CONTRACTOR that are directly or indirectly related to the services provided under the Agreement. Any overpayment or underpayment uncovered in such an audit may be charged or credited (as the case may be) against CONTRACTOR's future payments. In addition, appropriate financial adjustments to future payments shall be made by YARTS based upon any inconsistency, irregularity, discrepancy, under-billing, or unsubstantiated billing revealed as a result of the audit. Prior to withholding payment or deducting amounts from future invoices, YARTS will give notice to CONTRACTOR and provide CONTRACTOR with an opportunity to state its position on the issue presented and provide corrected or updated information.

**13. FINANCIAL REPORTING REQUIREMENTS**

CONTRACTOR shall establish and maintain full and complete financial statements for the services provided hereunder which are separate from its other operations. Financial statements and accounting procedures shall be established using the accrual basis of accounting as prescribed by the Uniform System of accounts and records and shall be subject to inspection and audit by authorized employees and agents of YARTS. CONTRACTOR shall furnish to YARTS within thirty (30) days after the end of each calendar quarter a quarterly report of operating revenues and expenses related to the Agreement. Within ninety (90) days after the end of CONTRACTOR's fiscal year, CONTRACTOR shall submit to YARTS a full company annual report including a statement of revenues and expenses certified by an external, independent auditor. YARTS, at its option, may require additional financial reports as necessary.

**14. CONTROL OF DRUG AND ALCOHOL USE**

14.1. Drug and Alcohol Control Program

- CONTRACTOR shall, at its expense, develop and implement a drug and alcohol control program and conduct drug and alcohol testing in compliance with Federal and/or State law or regulation for public transit operators and provide an annual report to YARTS as directed by YARTS. At a minimum, said drug and alcohol control program shall:
- Contain a policy on drug and alcohol use in the workplace that complies with FTA requirements, 49 CFR Part 655, as amended, 49 DFR Part 40, as amended, and 49 CFR Part 382, as amended and as may be established by the FTA.
- Contain an employee and supervisor education and drug and alcohol awareness training program.
- Contain a drug and alcohol testing program for employees and applicants for employment in sensitive safety positions.

14.2. Monthly Submittals by CONTRACTOR

Monthly, as directed by YARTS, CONTRACTOR shall provide to YARTS a list of drug and alcohol testing done for the month, an updated list of safety sensitive employees and the current pull list.

14.3. Annual Submittals by CONTRACTOR

CONTRACTOR shall annually submit to YARTS the following:

- A copy of CONTRACTOR's drug and alcohol policy to be approved by the YARTS Joint Powers Authority.
- Alcohol and drug testing results compliant with FTA requirements.
- A completed Drug and Alcohol Compliance Checklist form, included as an Attachment in this RFP, of which the form may be modified by YARTS at its sole discretion.
- CONTRACTOR shall be responsible for completing the CONTRACTOR portion of the Management Information System drug and alcohol report.

**15. EQUAL EMPLOYMENT OPPORTUNITY**

The following equal employment opportunity requirements apply to the Agreement:

15.1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

15.3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

15.4. CONTRACTOR shall prepare and submit an Equal Employment Opportunity (EEO) plan compliant with all federal requirements to YARTS upon contract execution and every three (3) years thereafter as directed by YARTS, with a completed EEO plan checklist form included as an Attachment in this RFP.

15.5. CONTRACTOR shall post its EEO policy statement in employee break rooms, near clocks, and in other areas that are frequented by and conspicuous to CONTRACTOR's employees.

## **16. TRANSITION PLAN**

### **16.1. Timing**

CONTRACTOR shall commence its transition and start-up activities immediately upon receipt of the Notice to Proceed and shall complete all those activities by date agreed upon by YARTS, at which time the CONTRACTOR shall assume full responsibility for revenue service under the Agreement.

### **16.2. Contractor Duty**

CONTRACTOR shall be responsible for carrying out an effective and smooth transition and start-up process, in accordance with its transition and start-up plan, as approved by YARTS, which will assure that it is capable of assuming responsibility for all required operations by the start of service. The transition and start-up plan, as approved by YARTS, shall be binding on the CONTRACTOR.

### **16.3. Training**

CONTRACTOR shall assure that all existing vehicle operators who remain in service under the Agreement have at least 10 hours of training, which shall include refresher courses on safety, defensive driving, customer service, and fare policy. Such refresher training shall be scheduled to accommodate the work schedule of the existing employees. Training of employees who have had an accident within the last 12 months shall be completed no later than thirty (30) calendar days after the Start of Service. All other employees shall be trained in accordance with the CONTRACTOR's training program, including refresher courses identified in that program or otherwise deemed to be reasonably necessary by the CONTRACTOR, within 90 calendar days after the commencement of revenue service.

### **16.4. Vehicles and Facilities**

YARTS will provide CONTRACTOR at least one (1) revenue vehicle of each type to be used by CONTRACTOR in the provision of service under the Agreement, for purposes of training employees during the transition and start-up period. CONTRACTOR shall be responsible for securing an offsite location for training, interviewing prospective employees, and related transition and start-up activities. The use of vehicles shall in no way affect scheduled service and is at the discretion of YARTS.

16.4.1 A Maintenance facility shall be provided by the CONTRACTOR. CONTRACTOR shall be responsible for all equipment needed to repair and service vehicles at this facility.

16.5. Initial Vehicle and Equipment Inspection

16.5.1. During the transition and start-up period, CONTRACTOR shall participate with YARTS in an acceptance inspection, in accordance with this subsection of YARTS provided equipment for the purposes of establishing the overall condition of the equipment as of the time the CONTRACTOR commences work under the Agreement.

16.5.2. CONTRACTOR shall designate an individual, with decision making authority, to be the CONTRACTOR's representative in the vehicle and equipment inspection.

16.5.3. The purpose of the inspection under this subsection is to establish the condition of the Revenue Vehicle fleet. The cost of all repairs to the Vehicles and Equipment determined to be necessary shall be the responsibility of YARTS (either directly or through reimbursement from the prior contractor.)

16.5.4. Prior to the termination of this Agreement, the Revenue Vehicles used by the CONTRACTOR at that time shall be subject to the turnover audit and inspection.

16.5.5. YARTS shall be granted access to CONTRACTOR facility to inspect vehicles and vehicle maintenance records upon request.

16.6. Initial Inspection and Condition Upon Return: Turnover Audit.

16.6.1. Prior to the commencement date, the CONTRACTOR and YARTS will conduct a joint inspection of the facilities hereof to establish the overall condition of the facilities as of the time the CONTRACTOR assumes responsibility for revenue service under the Agreement (the commencement date).

16.6.2. Upon termination of the Agreement (for whatever reason), CONTRACTOR shall return the equipment therein to YARTS in sound physical condition, and in a clean, orderly, and well-maintained condition, subject to ordinary wear and tear. At YARTS's discretion, a property condition assessment of the facilities may be conducted. Any expenses of repairing, maintaining, or cleaning the facilities or the equipment therein in order to assure that both meet the conditions in this paragraph shall be borne by the CONTRACTOR.

16.7. Review of Contractor Plans

During the transition and start-up period, YARTS shall review the CONTRACTOR's plans and programs submitted and shall either (1) Approve such plan or program as submitted; or (2) require the CONTRACTOR to make reasonable revisions to such plan or program, in which event the CONTRACTOR shall promptly make such revisions (after any necessary discussions with YARTS) and resubmit the plan or program involved to YARTS for its approval. After approval under this subsection, a plan or program shall be binding on the CONTRACTOR and may not be modified without prior written approval by YARTS.

16.8. Agreement Transition

CONTRACTOR shall cooperate in any transition from itself to any succeeding CONTRACTOR. Prior to the expiration of this Agreement, CONTRACTOR shall allow the succeeding CONTRACTOR to enter the leased premises to review these spaces to determine needs for and placement of its equipment. CONTRACTOR shall share information with its successor to the extent considered reasonable by YARTS. Said information shall include, but not necessarily be limited to, driver

training records, driver “paddles”, and documentation of hours worked by drivers. YARTS may withhold all or a portion of final payment to CONTRACTOR if YARTS determines CONTRACTOR has not been cooperative.

## **17. MAINTENANCE RESPONSIBILITIES**

CONTRACTOR shall be responsible for implementing a comprehensive vehicle maintenance program, as approved by YARTS, that is in compliance with the requirements of the Agreement and Original Equipment Manufacturer (OEM) standards. YARTS reserves the right to require additional maintenance consistent with the demands of the operating environment. All vehicles required to be utilized for this proposal will be safe for operation and meet all requirements in the California Vehicle Code for a bus. All parts of the vehicle will conform to the Federal Motor Vehicle Safety Standards and the California Administrative Code, Title 13, Motor Vehicles. CONTRACTOR shall provide all inputs and generate a monthly vehicle maintenance report, to be submitted to YARTS by the tenth (10<sup>th</sup>) day of the following month.

### **17.1. Condition of Buses**

CONTRACTOR shall maintain buses in an undamaged state at all times and shall implement an ongoing repair and touch-up program approved by YARTS.

### **17.2. Bus Cleanliness**

CONTRACTOR shall develop and adhere to a bus washing and interior cleaning schedule approved by YARTS. YARTS reserves the right to inspect its vehicles at any time prior to the start of the operation of the vehicle. Monthly penalties will be assessed for non-compliant vehicles: 1<sup>st</sup> Incident: \$100, 2<sup>nd</sup> Incident: \$150, 3<sup>rd</sup> Incident \$200, Additional Incidents: \$250.

### **17.3 Maintenance Parts and Tools**

CONTRACTOR shall supply all parts and tools required to perform preventative maintenance, lubricants, fluids, and any other wearable items necessary for the maintenance of YARTS vehicles. CONTRACTOR shall have sufficient inventory to minimize down time.

### **17.4 Major Component Replacement**

In the case of a major component failure (engine, transmission, and associated parts to maintain warranty) CONTRACTOR must submit a formal request for major component approval. The request must include the four (4) latest PM's, oil samples, and cause of failure. Details to be included in the request shall include historical major component replacement, miles, and fleet identification (Bus number and VIN Number). Major component costs will not be approved by YARTS if it is determined there is insufficient history of maintenance (including lack of oil samples). CONTRACTOR will be responsible for all labor associated with the replacement of major components. If YARTS determines that the need for such work resulted from poor maintenance, monitoring failure, neglect or abuse by CONTRACTOR, CONTRACTOR shall be liable for the cost of such work. CONTRACTOR shall remove and replace the affected component or pay the expense of a vendor to do so.

17.5      Engine Oil Change

A laboratory oil analysis shall be performed with each engine oil change for heavy duty engines. CONTRACTOR shall provide copies of all oil analysis reports to YARTS on a monthly basis. CONTRACTOR shall be responsible for organizing, receiving, and analyzing engine oil analysis reports, which CONTRACTOR shall use to assist in scheduling engine repairs on a timely basis, thus avoiding unnecessary time-consuming repairs. CONTRACTOR shall be responsible for the safe and legal disposal of oil and any other regulated contaminate.

17.6      Transmission Fluid Change

A laboratory analysis shall be performed with each vehicle transmission fluid change. The analysis program used by CONTRACTOR shall be subject to approval by YARTS. CONTRACTOR shall provide copies of all fluid analysis reports and oil analysis reports to YARTS on a timely basis. CONTRACTOR shall be responsible for organizing, receiving, and analyzing transmission oil analysis reports, which CONTRACTOR shall use to assist in scheduling transmission repairs on a timely basis, thus avoiding unnecessary time-consuming repairs.

17.7      Heating, Ventilating, and Air Conditioning (HVAC)

Heating, ventilating, and air conditioning systems shall be maintained to ensure that the passenger compartment is comfortable under all climatic conditions. Thorough heating and A/C inspections and repairs shall be executed and completed on all buses with each preventive maintenance inspection. CONTRACTOR shall maintain the A/C systems in a state of good operating condition throughout the entire year. The preventive maintenance inspection program for the A/C systems shall meet or exceed OEM requirements. CONTRACTOR shall use and maintain a Freon recovery system.

17.8      Fire Extinguishers and Fire Suppression

CONTRACTOR shall recharge/replace fire extinguishers whenever they are defective, or their charge is too low or too high. At a minimum, portable fire extinguishers shall be recharged/replaced at least once each year and shall include renewal date tags. Fire extinguishers are to be inspected regularly and tested annually at CONTRACTOR's expense. Transit Manager shall be notified within twenty-four (24) hours of an on-board fire suppression activation.

17.9      Towing

CONTRACTOR shall coordinate towing of all vehicles as necessary at CONTRACTOR's expense. CONTRACTOR shall submit a report monthly of all towing activity, break down, and road calls.

**18. ACCIDENTS/INCIDENTS**

18.1      Reporting

CONTRACTOR shall IMMEDIATELY report any and all accidents involving YARTS buses, as well as include information and details in the monthly report. CONTRACTOR and drivers shall report to YARTS Staff any unusual incidents occurring aboard YARTS buses in a timely manner appropriate for the incident. Any incidents that require the involvement of Yosemite Park Rangers, California Highway Patrol, local law enforcement, fire departments, or ambulance services shall be immediately reported to YARTS.



18.2        Maintenance of Records

CONTRACTOR shall maintain a log of all accidents and incidents in a manner satisfactory to YARTS and shall submit a copy of such log to YARTS Staff by the tenth (10<sup>th</sup>) of each month for the preceding month.

18.3        Confidentiality

All information regarding accidents and incidents shall be confidential. Employees shall refrain from discussing with anyone the information regarding the accident unless it is to law enforcement, supervisory personnel, human resources or required by law.

**19. MISCELLANEOUS**

19.1.        On-Time Performance

CONTRACTOR shall strive to maintain on-time performance in accordance with published schedules.

19.2.        Passenger Behavior Actions

CONTRACTOR shall monitor and correct (with assistance of Security, Police and/or Sheriff if needed) on-board, bus stop and transfer point passenger behavior and coordinate corrective action with other agencies (e.g., Yosemite National Park) as needed, to resolve problems and follow through with solutions. CONTRACTOR shall contact YARTS for input regarding actions requiring a change of YARTS policy.

19.3.        New Routes/Route Revisions

CONTRACTOR shall provide a supervisor, upon reasonable request by YARTS, to drive a bus and be accompanied by YARTS staff to analyze proposed route revisions or new routes. CONTRACTOR shall review and comment on such proposals and obtain driver input as appropriate and at the request of YARTS.

19.4.        Run Assignments/Run Cuts

CONTRACTOR shall furnish YARTS with driver run assignments, run cuts, etc. at YARTS's request and at the CONTRACTOR's expense.

19.5.        Ridership Promotion

CONTRACTOR shall cooperate with YARTS as necessary to promote ridership through any advertising, marketing, or promotional effort or campaign directed by YARTS.

19.6.        Federal and State Audits

CONTRACTOR shall assist, as requested by YARTS, to meet federal and state audits and reviews including, but not limited to, the Caltrans Triennial Review, which shall involve providing supplemental documents as directed by YARTS and meeting with Caltrans staff.

19.7.        Ongoing Maintenance

19.7.1. All on-board restrooms shall be in operable condition scrubbed and disinfected daily;

19.7.2. CONTRACTOR shall furnish all toilet paper, paper towels, aerosol sprays, soaps, and any other consumable items typically stocked for on-board restroom use;

- 19.7.3. All carpeted areas shall be steam cleaned and treated with stain resistant chemicals at least once per year prior to summer service start. Stained or damaged carpet shall be professionally replaced;
- 19.7.4. CONTRACTOR shall safely secure and maintain all radio and cellular telephone systems either provided by YARTS or otherwise used by CONTRACTOR in the provision of YARTS service.

**20. FUELING**

Fuel will be provided by CONTRACTOR and billed as a pass-through cost to YARTS. Fuel shall be passed through at actual paid cost. A log of daily fueling by vehicle shall be provided monthly with invoice.

**21. LACK OF FUNDS**

The entering into the Agreement by YARTS is subject to, and contingent upon, its receipt of local, state, and federal funds adequate to carry out the provisions of the Agreement in full.

### Run Detail (use as Reference for All Pricing Forms)

YARTS Services	Corridor	Estimated Service Dates	# of buses in service	# of Service Hours	Shared vehicle runs
Merced/Mariposa Winter Services with YARTS vehicles	Highway 140	October 1 - May 15	5	11,254	3&4, 7&6, 11&10, 13&14, 15
Merced/Mariposa Summer Services with YARTS vehicles	Highway 140	May 17 - September 30	8		4, 3&6, 5, 7&10, 9&14, 11&12, 13&16, 15&18
Merced/Mariposa Summer Services with leased vehicle			5		
Tuolumne/Sonora Summer Services with YARTS vehicles	Highway 120	May 17 - September 30	3	1,690	1&2, 3&4, 5&6
Tuolumne/Sonora Summer Services with leased vehicle			0		
Mammoth/Tioga Summer Services with YARTS vehicles	Highway 120E/395	June 15 - September 15	2	1,128	1&2, 3&4
Mammoth/Tioga Summer Services with leased vehicle			0		
Madera Summer Services with YARTS vehicles	Highway 41	May 10 - September 10	2	831	1&2, 3&4
Madera Summer Services with leased vehicles			1		

### Proposed Pricing for Services

YARTS Services	Corridor	# of vehicles in peak service	Estimated annual Vehicle Revenue Hours	22-23 Contract Billable Service Rate	Service Year 22-23 Annual FY Total of Service Contracts	23-24 Contract Billable Service Rate	Service Year 23-24 Annual FY Total of Service Contracts	24-25 Contract Billable Service Rate	Service Year 24-25 Annual FY Total of Service Contracts	25-26 Contract Billable Service Rate	Service Year 25-26 Annual FY Total of Service Contracts	26-27 Contract Billable Service Rate	Service Year 26-27 Annual FY Total of Service Contracts	Option year 1 billable service rate	Option year 1 total of service contracts	Option year 2 billable service rate	Option year 2 total of service contracts
Operational Costs Per Hour - YARTS Fleet	All	12	14,903														
Operational Costs Per Hour - leased vehicles	All	6															
Operational Fixed Fee (if applicable)	All	17															
<b>Total Operational Cost</b>																	
Maintenance Cost Per Hour (YARTS Fleet only)	All	16															
Maintenance Fixed Fee (if applicable)	All	16															
<b>Total Maintenance Costs</b>																	
<b>Total add-ons</b>																	
<b>Estimated Total Costs</b>																	

	Highway 140	Highway 140 Summer	Highway 120	Highway 120E/395	Highway 41
Example: Coach Staging					
Example: Travel Costs					
Example:					
Example:					
Example:					
<b>Fixed Cost add-on by service year</b>					
Add-ons can consist of charges specific to each corridor				<b>Annual Total</b>	

## Personnel Cost – Operations

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	Base Years					Option Years	
		Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2
OPERATORS								
Operators @ \$_____ avg rate per hour								
Fringe Benefits @ _____% of wage								
TOTAL OPERATORS WAGES AND BENEFITS								
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)								
Site/General Manager								
Safety and Training Manger								
Total Supervisory Wages								
Fringe Benefits @ _____% of wage								
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS								
OTHER PERSONNEL (List below by position and hourly rate of pay)								
Dispatchers								
Administrative Personnel								
Total Other Wages								
Fringe Benefits @ _____% of wage								
TOTAL OTHER PERSONNEL WAGES AND BENEFITS								
<b>TOTAL WAGES</b>								
<b>TOTAL FRINGE BENEFITS</b>								
<b>ANNUAL GRAND TOTAL</b>								

## Detailed Cost Form – Operations

BUDGET ITEM	Base Years					Option Years	
	Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2
VARIABLE COST ELEMENTS							
Operator Wages							
Operator Fringe Benefits							
Uniforms							
Workers Comp							
Payroll Tax							
Other Maintenance Costs (excluding labor)							
Other Operating Costs (please specify):							
TOTAL VARIABLE COST ELEMENTS							
COST PER REVENUE HOUR							
FIXED FEE COST ELEMENTS							
Personnel Costs (excluding operators)							
Office Expenses							
Safety Expenses							
Insurance/Liability							
Corporate Overhead							
Other (please specify)							
TOTAL ANNUAL FIXED FEE							
MONTHLY FIXED FEE							

### Personnel Cost – Maintenance

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	Base Years					Option Years	
		Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2
Mechanics								
Technician A @ \$ _____ avg rate per hour								
Technician B @ \$ _____ avg rate per hour								
Technician C @ \$ _____ avg rate per hour								
Fringe Benefits @ _____% of wage								
TOTAL MECHANIC WAGES AND BENEFITS								
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)								
Maintenance Manager								
Total Supervisory Wages								
Fringe Benefits @ _____% of wage								
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS								
<b>TOTAL WAGES</b>								
<b>TOTAL FRINGE BENEFITS</b>								
<b>ANNUAL GRAND TOTAL</b>								

## Detailed Cost Form – Maintenance

BUDGET ITEM	Base Years					Option Years	
	Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2
VARIABLE COST ELEMENTS							
Mechanic Wages							
Mechanic Fringe Benefits							
Uniforms							
Workers Comp							
Payroll Tax							
Vehicle Parts*							
Tires							
Vehicle Lubricants (excluding fuel)							
Other Maintenance Costs (excluding labor)							
Other Operating Costs (please specify):							
TOTAL VARIABLE COST ELEMENTS							
COST PER REVENUE HOUR <sup>[**]</sup>							
FIXED FEE COST ELEMENTS							
Personnel Costs (excluding mechanics)							
Safety Expenses							
Training Expenses							
Insurance/Liability							
Corporate Overhead							
Other (please specify)							
TOTAL ANNUAL FIXED FEE							
MONTHLY FIXED FEE							

\* Exclude Vehicle Parts from Cost Per Revenue Hour <sup>[\*\*]</sup>



**NOTICE TO BIDDERS/PROPOSERS**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**  
**AND**  
**DBE PARTICIPATION GOAL**

The Department of Transportation (Caltrans) has set an overall annual DBE goal comprising of both race neutral and race conscious elements to be in compliance with Title 49, Code of Federal Regulations, Part 26 (49 CFR 26). This regulation requires that all recipients of United States Department of Transportation (USDOT), Federal Transit Administration (FTA) federal-aid shall establish an overall annual Disadvantaged Business Enterprises (DBE) goal. Caltrans is required to report to FTA the DBE participation for all federal-aid contracts each year so that the overall annual DBE goal attainment efforts may be evaluated. Caltrans encourages DBE participation in the performance of agreements financed in whole or in part with federal funds.

Bidders and proposers are advised that Caltrans has established a federally mandated overall annual DBE goal comprising both race neutral and race conscious elements to ensure equal participation of DBE groups specified in 49 CFR 26.5. In compliance with 49 CFR 26, Caltrans set a contract goal for DBEs participating in this solicitation expressed as a percentage of the total dollar value of the resultant agreement.

**The DBE participation goal for this solicitation is TWO percent (2%).**

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to the following certified DBE groups: African Americans, Asian-Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or Women. Only DBE participation will count toward the contract goal for this solicitation.

The attached Kform15drmt, Disadvantaged Business Enterprise (DBE) Information and Instructions for Bidders must be included with the solicitation. The subsequent forms **must** be submitted with the bid, cost proposal, price and/or rate schedule by the bid due date and time as indicated in the solicitation:

- **ADM-0227f: Disadvantaged Business Enterprise (DBE) Information Participation, and/or**
- **ADM-0312f: Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation**

*Failure to complete and submit the required DBE information and forms, will be grounds for finding the bidder/proposer non-responsive and cause for rejection of the bid/proposal (also refer to the solicitation, Special Programs).*

**New Requirement effective February 28, 2011:** The bidder/proposer awarded the Agreement shall complete and submit [ADM-3069, Disadvantaged Business Enterprises Utilization Report](#) with each invoice as required in the Proposed form of Agreement's Exhibit B, Budget Detail and Payment Provisions and Exhibit D, Special Terms and Conditions.

Please read this Notice and Attachments very carefully as bidder/proposer is responsible to ensure bid submittal documents are complete and accurate.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS****A) AUTHORITY AND BIDDER'S RESPONSIBILITY**

This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Bidders/Proposers (bidder) shall be fully informed of the requirements of the regulations and Caltrans' DBE Program developed pursuant to the regulations. It is the policy of the State of California, Department of Transportation (Caltrans), that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Bidder should ensure that DBE firms have an opportunity to participate in the performance of this solicitation and shall take all necessary and reasonable steps for this assurance. The bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

**Terms as used in this document:**

- 'Caltrans' means 'State of California, Department of Transportation'
- 'Awarding Agency' means the agency that let the contract and subrecipient of Caltrans
- 'Agreement' also means 'Contract'
- 'Bidder' also means 'proposer' or 'offeror'
- 'Work Codes' indicate the types of work DBE firms are certified to perform

It is the bidder's responsibility to make work available to DBEs and select portions of work, services, or materiel needed from the Scope of Work. The required work, services and/or materiel must be relevant to the DBEs work codes to meet the contract goal for DBE participation in this solicitation or provide information to establish, that prior to bidding, the bidder made an adequate Good Faith Effort (GFE) to meet the goal.

To be eligible for award of the Agreement, the bidder shall demonstrate that the contract goal for DBE participation was met or that, prior to bidding, an adequate GFE to meet the goal was made. Preliminary determination of goal attainment or GFE by the bidder will be by the Awarding Agency. Final determination of goal attainment or GFE by the bidder will be at Caltrans' discretion.

Bidder is cautioned that even though its submittal indicates it will meet the stated DBE goal, its submittal should also include its GFE documentation along with DBE goal information to protect its eligibility for award of the Agreement in the event Awarding Agency, in its review, finds that the goal has not been met.

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**It is the bidder's responsibility to verify DBE certifications.**

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**B) SUBMISSION OF DBE INFORMATION AND PARTICIPATION**

In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a GFE to meet the contract goal for DBE participation as established for this Agreement (refer to Section III, DBE Certification Requirements, Section 4). Bidder shall submit the attached form(s).

- ADM-0227f, Disadvantaged Business Enterprise (DBE) Information
- ADM-0312f, Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation. Bidder shall provide sufficient documentation to demonstrate adequate GFEs were made. For disqualification examples, refer to the Instructions to Bidder/Proposer on page 1 of the ADM-0312f.

**C) DBE CERTIFICATION REQUIREMENTS**

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR 26 and Caltrans' DBE Program developed pursuant to the regulations. Particular attention is directed to the following:

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

Kform15drmt (Rev. 03/2019) Page 2 of 5

1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act **and** certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
3. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity (OBOE) web site at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the blue DBE Search Click Here button
  - Click on Click To Access DBE Query Form
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen (read about NAICS definitions below)
  - "Start Search", is located at the bottom of the query form,
  - "Civil Rights Home" (OBOE), "Caltrans Home", and "Instructions/Tutorial" links are located on top of the query page.

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MUST USE EITHER INTERNET EXPLORER 5.5 OR NETSCAPE 7 (OR GREATER) FOR THIS DATABASE.

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**Resources to Obtain a List of Certified DBEs for Caltrans Solicitations**

Contractors bidding on Caltrans solicitations with a contract goal for DBE participation may contact the DBE supportive services consultant or obtain lists of certified DBEs from the CUCP database referenced above.

**NAICS Work Codes and Work Descriptions**

The North American Industry Classification System (NAICS) work codes are used to identify the type of work performed by DBEs. You will need to have the NAICS work code numbers before querying. The United States (US) Census Bureau has developed cross-references from Standard Industrial Classification (SIC) codes to the NAICS codes. Please visit the US Census Bureau web site for more information concerning work areas related to NAICS 237310 Highway, Street, and Bridge Construction, at the following location: <http://www.census.gov/epcd/naics02/def/ND237310.HTM>.

**How to Obtain a Quarterly List of Certified DBEs without Internet Access**

If you do not have Internet access, Caltrans also publishes a quarterly directory of certified DBE firms extracted from the on-line database. A copy of the quarterly directory of certified DBEs may be ordered from the Caltrans' Division of Procurement and Contracts/Materiel and Distribution Branch/Publication Unit by calling (916) 263-0822.

4. In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a Good Faith Effort to meet the contract goal for DBE participation established for the Agreement. The bidder can meet this requirement in one of two ways:
  - a. Meet the contract goal and document commitments for participation by DBE firms.
  - b. If the contract goal is not met or is partially met, the bidder must document an adequate GFE.
5. A bidder (**prime contractor**), **who is not a certified DBE**, will be required to document one or a combination of the following:
  - a. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
  - b. Prior to bidding, the bidder made an adequate GFE to meet the contract goal for DBE participation.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

Kform15drmt (Rev. 03/2019) Page 3 of 5

6. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
7. A certified DBE bidder not bidding as a joint venture with a non-DBE, is required to document one or more of the following:
  - a. The DBE bidder will meet the goal by performing work with its own forces.
  - b. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
  - c. Prior to bidding, the bidder made adequate GFEs to meet the contract goal for DBE participation.
8. A DBE joint venture partner must be responsible for specific Agreement items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces.
9. The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must attach and submit the joint venture agreement with the ADM 0227F as instructed on page 2 of the form.
10. A DBE must perform a Commercially Useful Function (CUF), pursuant to 49 CFR 26, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for materiel and supplies to be used on the Agreement for negotiating price, determining quality, and quantity, installing (where applicable), and paying for the material itself.
11. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in its bid/proposal and all DBE subcontractors must be listed in the bid/cost proposal list of subcontractors.
12. Any dollar amount of work, service or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
13. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the goal except that portion of the work to be performed by non-DBE subcontractors.
14. If the bidder performs and documents an adequate GFE to meet the goal, the award cannot be denied on the basis that the bidder failed to meet the goal.

**D) CREDIT: MATERIEL – SUPPLIES – TRUCKING COMPANIES****A. CREDIT FOR MATERIEL OR SUPPLIES PURCHASED FROM DBEs WILL BE AS FOLLOWS:**

1. If the materiel or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materiel or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materiel, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
3. If the materiel or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materiel or supplies will count toward the DBE goal.
4. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materiel, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

provided in this paragraph if the person both owns and operates distribution equipment for the products.

6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
8. Credit for materiel or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materiel and supplies or fees or transportation charges for the delivery of materiel or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materiel or supplies is not counted toward the DBE goal in this instance.

**B. CREDIT FOR DBE TRUCKING COMPANIES WILL BE AS FOLLOWS:**

1. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular Agreement and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
3. The DBE will receive credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck.
7. Leased trucks must display the name and identification number of the DBE.

**E) USE AND/OR TERMINATION OF PROPOSED DBEs**

If awarded the Agreement, the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal.

The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval by the Awarding Agency Contract Manager and concurred by Caltrans and only as allowable as specified in the Agreement. This includes work that a prime contractor can perform with its own forces, or with a non-DBE firm, or another DBE firm.

Prior to the termination request, the prime contractor **must** notify the DBE, in writing, of the intent to terminate allowing for five days of response time in opposition of the rejection.

The prime contractor must have good cause in which to terminate the DBE firm. A good cause includes:

1. The DBE fails or refused to execute a written contract.
2. The DBE fails or refuses to perform the work consistent with normal industry standards.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**Kform15drmt (Rev. 03/2019) Page 5 of 5

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3. The DBE fails or refuses to meet the prime contractor's nondiscriminatory bond requirements.
4. The DBE becomes bankrupt or has credit unworthiness.
5. The DBE is ineligible to work because of suspension and debarment.
6. It has been determined that the DBE is not a responsible contractor.
7. The DBE voluntarily withdraws, with written notification, from the contract.
8. The DBE is ineligible to receive credit for the type of work required.
9. The DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
10. Or other documented compelling reason.

The Contractor must make an adequate GFE to find another certified DBE subcontractor to substitute for the original DBE. The GFE shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was substituted or terminated to the extent needed to meet the established contract goal for DBE participation.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the Agreement. Substitutions of DBEs after award must be certified at the time of the substitution or addition.

**F) AWARD**

Award of the Agreement will be in accordance with the respective solicitation.

The bidder awarded the Agreement shall be responsible for implementing the applicable requirements of 49 CFR 26 in performance of the Agreement.

The bidder awarded the Agreement shall complete and submit ADM-3069, Disadvantaged Business Enterprises Utilization Report with each invoice.

**ADM-0227f**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

ADM-0227f (Rev. 06/2012) Page 1 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

**PART A – CONTRACTORS INFORMATION (Refer to Instructions on Page 2 of this form. Bidder/Proposer shall ensure all information provided is complete and accurate.)**

CONTRACTOR'S BUSINESS NAME	AGREEMENT NUMBER	CONTRACT DOLLAR AMOUNT	DATE
CONTRACTOR'S BUSINESS ADDRESS	CITY	STATE	ZIP CODE
CONTACT PERSON	BUSINESS PHONE	FAX NUMBER	EMAIL ADDRESS

**PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)** Contractor shall attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed below.

(1) Prime and Subcontractors: List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Service, or Materiel Supplied	(5) DBE or CUCP Certification Number.	(6)Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %

**PART C – FOR CALTRANS USE ONLY (Verification Completed by Civil Rights, Office of Business and Economic Opportunity):**

PRINT VERIFIER'S NAME AND TITLE	SIGNATURE	DATE	CIVIL RIGHTS STAMP OF APPROVED
DBE PARTICIPATION <input type="checkbox"/> YES    (        %) <input type="checkbox"/> NO			

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

ADM-0227f (Rev. 06/2012)

Page 2 of 2

AUTHORITY: Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227f (Please Type or Print Legibly):

**PART A – CONTRACTOR INFORMATION****CONTRACTOR'S BUSINESS INFORMATION:** Bidder's/Proposer's Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.**Agreement Number:** The Agreement number is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.**CONTRACT DOLLAR AMOUNT:** Total dollar amount that Contractor proposes to accomplish the Agreement.**Date:** Date this form is completed.**PART B – DBE INFORMATION AND DOCUMENTS****PRIME:** Complete if Prime is a certified DBE.**Sub-Contractor:** Complete if the Subcontractor(s)/Supplier(s) are certified DBE. Please make and attach additional copies of page 1 if needed. Attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed.**Column 1** Enter the names (includes all certified DBE Prime and Subcontractors) and complete addresses of all certified DBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.**Column 2** Enter the area code and phone number of the corresponding certified DBE listed in Column 1.**Column 3** Enter the Contracting Tier number for each DBE correspondingly listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.**Column 4** Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.**Column 5** Enter the DBE or CUCP Certification Number for the corresponding DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB's or RFP's Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Participation Goal.**Column 6** Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.

1 = Black American

4 = Asian-Pacific American

7 = Woman

2 = Hispanic American

5 = Subcontinent Asian  
American

8 = Other

3 = Native American

6 = Caucasian

9 = Not Applicable

**Column 7-8** Enter the dollar and/or percentage (%) of the dollar (\$) value claimed for each corresponding DBE listed in Column 1.**EXAMPLE:****PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)**

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	Tier	(4) Description of Work, Services, or Materiel Supplied	(5) DBE or CUCP Certification Number	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %
1B Jane Prime Inc., 1234 Jane's Street, Jane's City, CA. 04321	(XXX) 000-1111	0	Project management	XXXXXXXXX	7, 5	48,000	48%	
Joe Subcontractor Inc., 4567 Joe's Street, Joe's City, CA. 07654	(XXX) 111-0000	1	Design, surveys, environmental testing	000000000000	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier's City, CA. 45670	(111) XXX-0001	2	Survey instruments, testing materials	111111111111	3	10,000	10%	

**ADDITIONAL INFORMATION:**

- Form ADM-0312f should be submitted with the ADM-0227f to demonstrate good faith efforts (GFE) AND protect bidder's/proposer's eligibility for contract award in the event Caltrans determines the bidder/proposer failed to meet the DBE goal.
- A DBE joint venture partner shall submit the joint venture agreement with the form ADM-0227f.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



## ADM-0312f

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

### **BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**

ADM-0312f (REV 06/2012) Page 1 of 4

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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**BIDDER/PROPOSER INSTRUCTIONS:** Submittal of only the Disadvantaged Business Enterprise (DBE) Information/Participation form, ADM-0227f, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposers proving goal attainment should always submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the goal was not met. Examples of disqualification may include but are not be limited to: 1) A DBE subcontractor was not certified by Caltrans or a state or local participating agency that has a reciprocal agreement with Caltrans, by the bid/proposal due date and time; or 2) Bidder/proposer made a mathematical error resulting in failure to meet the goal. Bidder/Proposer must make an adequate GFE to be responsive. When applying for a determination of a GFE when no contract goals have been attained or when only partial goal(s) have been attained, bidders/proposers shall complete this Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312f, and submit the requested information below with its bid by the bid due date and time.

**Bidder/Proposer is responsible to: (1) ensure information is complete and accurate, and (2) verify DBE certifications.**

#### **1. ADVERTISEMENT DOCUMENTATION**

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisement or proof of publication.

TITLE OF PUBLICATION	PUBLICATION DATE(S)	TITLE OF PUBLICATION	PUBLICATION DATE(S)

#### **2. DBE DOCUMENTATION**

- a. List the names and dates of written notices sent to certified DBE firms soliciting bids for the contract.
- b. List the dates and methods used for following up initial solicitations to determine with certainty whether or not the DBEs were interested.
- c. Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- d. Identify information submitted to the bidder for this solicitation:

Check the appropriate box:

☐ IFB

☐ RFP

☐ RFQ

#### **SOLICITATION**

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

**ADM-0312f**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**

ADM-0312f (REV 6/2012) Page 2 of 4

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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**2. DBE DOCUMENTATION (Continued)**

**SOLICITATION**

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

**3. ITEMS OF WORK**

Identify the items of work made available to DBE firms, including, where appropriate, any breakdown of the contract work into economically feasible units to facilitate DBE participation. Bidder/Proposer shall demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

ITEMS OF WORK:

BREAKDOWN OF ITEMS:

**ADM-0312f**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**

ADM-0312f (REV 06/2012)

Page 3 of 4

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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**4. DBE RESPONSES**

List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract that were not accepted. Provide a summary of your discussion and/or negotiations with each, the name of the firm selected for that portion of work, and the reasons for your choice. Attach copies of quotes from DBE firms contacted

DBE FIRM NAME	PHONE NUMBER	RESPONDED		SELECTED		GIVE REASON FOR NON-SELECTION AND A SUMMARY OF DISCUSSIONS
		YES	NO	YES	NO	

**5. ASSISTANCE TO DBEs – Bonding, Insurance, etc.**

Identify efforts to assist DBEs in obtaining bonding, lines of credit, insurance, and/or any technical assistance related to requirements for the work or for plans and specification provided to DBEs.

**ADM-0312f**

**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**

ADM-0312f (REV 06/2012)      Page 4 of 4

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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**6. ASSISTANCE TO DBEs – Equipment/Materials, etc.**

Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

**7. ADDITIONAL DATA**

Provide any additional data to support a demonstration of GFE such as contacts with DBE assistance agencies. Identify the names of agencies, organizations, and groups providing assistance in contacting, recruiting, and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.

NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

### Bus Stop List and Locations - Highway 140 Corridor

Stop Location	Schedule Holder	Pole	Solar Light	Solar Top Hat	Trash Can	Shelter	Sign
Merced Airport	4	1					1
Merced Transpo	1						3
Merced Amtrak							
Catheys Valley	2					1	1
Mariposa Fairgrounds							
Midtown Mariposa	8	2					2
Roadside Rest Stop	2					1	
Mariposa Park and Ride	2					1	1
Autocamp	2					1	1
Midpines County Park	2					1	
Midpines Post Office	3	1				1	2
Yosemite Bug Resort	2					1	1
Cedar Lodge	2					1	1
NPS Maintenance	4	1				1	1
Barium Mine Road	4	1					1
El Portal Post Office	4	1					1
Yosemite View Lodge	3	1				1	2
Yosemite Valley Visitor Center	4	1					1
Yosemite Valley Lodge	4	1					1
Curry Village	4	1					1

Note - All routes connect at Yosemite Valley Visitor Center; there is only 1 pole and 1 sign at that location for all four routes.

### Bus Stop List and Locations - Highway 41 Corridor

Stop Location	Schedule Holder	Pole	Solar Light	Solar Top Hat	Trash Can	Shelter	Sign
Fresno Airport	4	1					1
Fresno Amtrak/Greyhound	4	1					1
North Fresno	4	1					1
Chukchansi							
Coarsegold Market/Historic Village	8	2					2
Oakhurst Best Western							
Tenaya Lodge	1						1
The Mariposa Grove	4						1
Wawona Store	2	1					1
Yosemite Valley Visitor Center	4	1					1

Note - All routes connect at Yosemite Valley Visitor Center; there is only 1 pole and 1 sign at that location for all four routes.

### Bus Stop List and Locations - Highway 120 Corridor

Stop Location	Schedule Holder	Pole	Solar Light	Solar Top Hat	Trash Can	Shelter	Sign
Black Oak Hotel and Resort							
Sonora BestWestern	4	1					1
Downtown Sonora Heritage Inn	4	1					1
Jamestown Rocca Park	4	1					1
Groveland Laveroni Park	4	1					1
Yosemite Pines RV Park	4	1					1
Buck Meadows Resteraunt	5	1				1	1
Yosemite Lakes Campground	4	1					1
Rush Creek Lodge	4	1					1
Big Oak Flat/Park Entrance Gate	8	2					2
Crane Flat Gas Station	4	1					1
Yosemite Valley Visitor Center	4	1					1

Note - All routes connect at Yosemite Valley Visitor Center; there is only 1 pole and 1 sign at that location for all four routes.

### Bus Stop List and Locations - Highway 120E/395 Corridor

Stop Location	Schedule Holder	Pole	Solar Light	Solar Top Hat	Trash Can	Shelter	Sign
Mammoth Mtn. Inn	4	1					1
The Village Mammoth Lakes	2						1
Juniper Springs Resort							
Mammoth Lakes Park/Tavern Rd.	4	1					1
Shilo Inn	4	1					1
June Lake Junction 158-395							
Mono Basin Visitor Center	4	1					1
Lake View Lodge							
Tioga Mobil Gas Mart							
Tuolumne Meadows Store	4	1					1
Tuolumne Meadows Visitor Center	4	1					1
Crane Flat Gas Station	4	1					1
Yosemite Valley Visitor Center	4	1					1

Note - All routes connect at Yosemite Valley Visitor Center; there is only 1 pole and 1 sign at that location for all four routes.




### YARTS Vehicle Fleet

Bus ID	Make/Model	Year	Fuel Type	In Service	Engine Replacement
501	MCI - D4500 Commuter Coach	2010	Diesel	4/23/2010	
502	MCI Intercity Coach	2012	Diesel	10/24/2011	2/22/2021
503	MCI Intercity Coach	2012	Diesel	10/24/2011	
504	MCI Intercity Coach	2012	Diesel	10/24/2011	
505	MCI D400 Intercity	2012	Diesel	5/23/2012	7/14/2021
506	MCI D400 Intercity	2012	Diesel	5/23/2012	
507	MCI D400 Intercity	2012	Diesel	5/23/2012	7/8/2021
508	MCI D400 Intercity	2012	Diesel	5/23/2012	9/3/2020
509	MCI D4500 Bus	2015	Diesel	1/26/2015	
510	MCI D4500 Bus	2015	Diesel	1/26/2015	



Rebuilt/new Engine

# Highway 140 Merced – Winter




Highway 140

Winter 2020 Service


Effective: October 1, 2020

MERCED → YOSEMITE

Location		Run 140-1 Express	Run 140-3	Run 140-7*	Run 140-11 Express	Run 140-13*	Run 140-15*
Merced / Catheys Valley	Merced Airport			6:55 AM	8:45 AM	10:30 AM	5:25 PM
	Merced Transpo	5:00 AM		7:10 AM	9:00 AM	10:45 AM	5:40 PM
	Merced Amtrak		5:30 AM	7:20 AM	9:10 AM	10:55 AM	5:50 PM
	Catheys Valley		6:00 AM	7:50 AM		11:25 AM	6:20 PM
Mariposa / Midpines	Mariposa Fairgrounds		REQ	REQ		REQ	REQ
	Midtown Mariposa	5:46 AM	6:15 AM	8:05 AM	9:55 AM	11:40 AM	6:35 PM
	Roadside Rest Stop		6:18 AM	8:08 AM		11:43 AM	6:38 PM
	Mariposa Park & Ride	5:51 AM	6:21 AM	8:11 AM	10:01 AM	11:46 AM	6:41 PM
	AutoCamp			8:23 AM	10:13 AM	11:58 AM	6:53 PM
	Midpines County Park	6:02 AM	6:35 AM	8:25 AM		12:00 PM	6:55 PM
	Midpines Post Office	6:05 AM	6:39 AM	8:29 AM		12:04 PM	6:59 PM
	Yosemite Bug Resort		6:44 AM	8:34 AM	10:24 AM	12:09 PM	7:04 PM
El Portal	Cedar Lodge		7:11 AM	9:01 AM	10:51 AM	12:36 PM	7:31 PM
	NPS Maintenance	6:39 AM	7:16 AM	9:06 AM		12:41 PM	REQ
	Barium Mine Road	6:41 AM	7:19 AM	9:09 AM		12:44 PM	REQ
	El Portal Post Office	6:44 AM	7:22 AM	9:12 AM		12:47 PM	REQ
	Yosemite View Lodge		7:26 AM	9:16 AM	11:06 AM	12:51 PM	7:46 PM
Yosemite National Park	Yosemite Valley Visitor Center	7:20 AM	7:56 AM	9:46 AM	11:36 AM	1:21 PM	8:16 PM
	Yosemite Valley Lodge/ Laurel Cottage	7:25 AM	8:01 AM	9:51 AM	11:41 AM	1:26 PM	REQ
	Curry Village	7:30 AM	8:06 AM	9:56 AM	11:46 AM	1:31 PM	8:26 PM

YARTS		Highway 140 Winter 2020 Service					
		Effective: October 1, 2020					
YOSEMITE → MERCED							
Location		Run 140-2 Express*	Run 140-4*	Run 140-6	Run 140-8 Express	Run 140-10*	Run 140-14
Yosemite National Park	Curry Village	★	8:20 AM	2:15 PM	3:40 PM ★	4:15 PM	5:05 PM
	Yosemite Valley Visitor Center		8:25 AM	2:20 PM	3:45 PM	4:20 PM	5:10 PM
	Yosemite Valley Lodge/ Laurel Cottage		8:30 AM	2:25 PM	3:50 PM	4:25 PM	5:15 PM
	Yosemite View Lodge		8:58 AM	2:53 PM		4:53 PM	5:43 PM
El Portal	El Portal Post Office		9:02 AM	2:57 PM	4:22 PM	4:57 PM	5:47 PM
	Barium Mine Road		9:05 AM	3:00 PM	4:25 PM	5:00 PM	5:50 PM
	NPS Maintenance		9:08 AM	3:03 PM	4:28 PM	5:03 PM	5:53 PM
	Cedar Lodge		9:13 AM	3:08 PM		5:08 PM	5:58 PM
Mariposa/Midpines	Yosemite Bug Resort	5:54 AM	9:40 AM	3:35 PM		5:35 PM	6:25 PM
	Midpines Post Office	5:59 AM	REQ	REQ	REQ	5:40 PM	6:30 PM
	Midpines County Park	6:03 AM	9:49 AM	REQ	5:09 PM	5:44 PM	6:34 PM
	Auto Camp	6:05 AM	REQ	REQ		5:46 PM	REQ
	Roadside Reststop	6:17 AM	10:03 AM	REQ		REQ	6:48 PM
	Mariposa Park & Ride	6:20 AM	10:06 AM	4:01 PM	5:26 PM	REQ	6:51 PM
	Midtown Mariposa	6:23 AM	10:09 AM	4:04 PM	5:29 PM	REQ	6:54 PM
	Mariposa Fairgrounds		REQ	REQ	REQ	REQ	REQ
Merced / Catheys Valley	Catheys Valley	6:38 AM	REQ	REQ	REQ	REQ	REQ
	Merced Amtrak	REQ	10:54 AM	4:49 PM	6:14 PM	6:49 PM	7:39 PM
	Merced Transpo	7:18 AM	11:04 AM	4:59 PM	6:24 PM	6:59 PM	7:49 PM
	Merced Airport	REQ	REQ	REQ	REQ	REQ	REQ

# Highway 140 Merced – Summer




Highway 140

Summer 2021 Service

Effective: May 17, 2021 - September 30, 2021

MERCED → YOSEMITE

Location		Run 140-1	Run 140-3	Run 140-5	Run 140-7	Run 140-9	Run 140-11	Run 140-13	Run 140-15
Merced / Catheys Valley	Merced Airport				6:55 AM		8:45 AM	10:30 AM	5:25 PM
	Merced Transpo	5:00 AM	5:30 AM	6:00 AM	7:10 AM		9:00 AM	10:45 AM	5:40 PM
	Merced Amtrak		5:40 AM	6:10 AM	7:20 AM		9:10 AM	10:55 AM	5:50 PM
	Catheys Valley		6:10 AM	6:40 AM	7:50 AM		REQ	REQ	6:20 PM
Mariposa/Midpines	Mariposa Fairgrounds			REQ	REQ	REQ	REQ	REQ	
	Midtown Mariposa	5:40 AM	6:25 AM	6:55 AM	8:05 AM	8:55 AM	9:55 AM	11:40 AM	6:35 PM
	Roadside Rest Stop		6:28 AM	6:58 AM	8:08 AM	8:58 AM	9:58 AM	11:43 AM	6:38 PM
	Mariposa Park & Ride	5:45 AM	6:31 AM	7:01 AM	8:11 AM	9:01 AM	10:01 AM	11:46 AM	6:41 PM
	AutoCamp		6:43 AM	7:13 AM	8:23 AM	9:13 AM	10:13 AM	11:58 AM	6:53 PM
	Midpines County Park	5:58 AM	6:45 AM	7:15 AM		9:15 AM	10:15 AM	12:00 PM	
	Midpines Post Office	6:01 AM	6:49 AM	7:19 AM		9:19 AM	10:19 AM	REQ	REQ
	Yosemite Bug Resort		6:54 AM	7:24 AM	8:34 AM	9:24 AM	10:24 AM	12:09 PM	7:04 PM
El Portal	Cedar Lodge		7:21 AM	7:51 AM	9:01 AM	9:51 AM	10:51 AM	12:36 PM	7:31 PM
	NPS Maintenance	6:31 AM	7:26 AM	7:56 AM	REQ	9:56 AM	10:56 AM	REQ	REQ
	Barium Mine Road	6:34 AM	7:29 AM	7:59 AM	REQ	9:59 AM	10:59 AM	REQ	REQ
	El Portal Post Office	6:37 AM	7:32 AM	8:02 AM	REQ	10:02 AM	11:02 AM	REQ	REQ
	Yosemite View Lodge		7:36 AM	8:06 AM	9:16 AM	10:06 AM	11:06 AM	12:51 PM	7:46 PM
Yosemite National Park	Curry Village	7:11 AM	8:06 AM	8:36 AM	9:46 AM	10:36 AM	11:36 AM	1:21 PM	8:16 PM
	Yosemite Valley Visitor Center	7:16 AM	8:11 AM	8:41 AM	9:51 AM	10:41 AM	11:41 AM	1:26 PM	8:21 PM
	Yosemite Valley Lodge/ Laurel Cottage	7:21 AM	8:16 AM	8:46 AM	9:56 AM	10:46 AM	11:46 AM	1:31 PM	8:26 PM

YARTS		Highway 140 Summer 2021 Service								
		Effective: May 17, 2021 - September 30, 2021								
YOSEMITE → MERCED										
Location		Run 140-2	Run 140-4	Run 140-6	Run 140-8	Run 140-10	Run 140-12	Run 140-14	Run 140-16	Run 140-18
Yosemite National Park	Curry Village	★	8:20 AM	2:15 PM	★	4:15 PM	4:35 PM	5:05 PM	6:00 PM	8:35 PM
	Yosemite Valley Visitor Center		8:25 AM	2:20 PM	3:45 PM	4:20 PM	4:40 PM	5:10 PM	6:05 PM	8:40 PM
	Yosemite Valley Lodge/ Laurel Cottage		8:30 AM	2:25 PM	3:50 PM	4:25 PM	4:45 PM	5:15 PM	6:10 PM	8:45 PM
El Portal	Yosemite View Lodge		8:58 AM	2:53 PM	4:18 PM	4:53 PM	5:13 PM	5:43 PM	6:38 PM	9:13 PM
	El Portal Post Office		9:02 AM	2:57 PM	4:22 PM	4:57 PM	5:17 PM	5:47 PM	6:42 PM	REQ
	Barium Mine Road		9:05 AM	3:00 PM	4:25 PM	5:00 PM	5:20 PM	5:50 PM	6:45 PM	REQ
	NPS Maintenance		9:08 AM	3:03 PM	4:28 PM	5:03 PM	5:23 PM	5:53 PM	6:48 PM	REQ
	Cedar Lodge		9:13 AM	3:08 PM	4:33 PM	5:08 PM	5:28 PM	5:58 PM	6:53 PM	9:28 PM
Mariposa/Midpines	Yosemite Bug Resort	5:54 AM	9:40 AM	3:35 PM	5:00 PM	5:35 PM	5:55 PM	6:25 PM	7:20 PM	9:55 PM
	Midpines Post Office	5:59 AM	9:45 AM	3:40 PM	5:05 PM	5:40 PM	6:00 PM	6:30 PM	7:25 PM	10:00 PM
	Midpines County Park	6:03 AM	9:49 AM	3:44 PM	5:09 PM	5:44 PM	6:04 PM	6:34 PM	7:29 PM	REQ
	AutoCamp	6:05 AM	9:51 AM	3:46 PM	5:11 PM	5:46 PM	6:06 PM	6:36 PM	7:31 PM	10:06 PM
	Roadside Reststop	6:17 AM	10:03 AM	3:58 PM	5:23 PM	REQ	6:18 PM	6:48 PM	7:43 PM	REQ
	Mariposa Park & Ride	6:20 AM	10:06 AM	4:01 PM	5:26 PM	REQ	6:21 PM	6:51 PM	7:46 PM	REQ
	Midtown Mariposa	6:23 AM	10:09 AM	4:04 PM	5:29 PM	REQ	6:24 PM	6:54 PM	7:49 PM	REQ
Merced / Catheys Valley	Mariposa Fairgrounds		REQ	REQ	REQ	REQ	REQ		REQ	REQ
	Catheys Valley	6:35 AM	10:24 AM	4:19 PM	5:44 PM	REQ	REQ		REQ	REQ
	Merced Amtrak	REQ	10:54 AM	4:49 PM	6:14 PM	6:49 PM	7:09 PM		8:34 PM	REQ
	Merced Transpo	7:13 AM	11:04 AM	4:59 PM	6:24 PM	6:59 PM	7:19 PM		8:44 PM	REQ
	Merced Airport	REQ	REQ	REQ		REQ	REQ	REQ	REQ	REQ

# Highway 120 Sonora

YARTS		Highway 120 Summer 2021 Service		
		Effective: May 17, 2021 - September 30, 2021		
SONORA → YOSEMITE				
Location		Run 120-1*	Run 120-3	Run 120-5*
Sonora / Jamestown	Black Oak Hotel and Resort	6:40 AM	7:40 AM	8:40 AM
	Sonora Best Western	7:00 AM	8:00 AM	9:00 AM
	Heritage Inn - Downtown Sonora	7:15 AM	8:15 AM	9:15 AM
	Rocca Park - Jamestown	★ 7:25 AM	8:25 AM	★ 9:25 AM
Groveland / Buck Meadows	Mary Laveroni Park - Groveland	8:06 AM	9:06 AM	10:06 AM
	Yosemite Pines RV Park	8:16 AM	9:16 AM	10:16 AM
	Buck Meadows Restaurant	8:30 AM	9:30 AM	10:30 AM
Yosemite Lakes/Rush Creek/Big Oak Flat	Yosemite Lakes Campground	8:47 AM	9:47 AM	10:47 AM
	Rush Creek Lodge	8:57 AM	9:57 AM	10:57 AM
	Big Oak Flat Park Entrance Gate	9:10 AM	10:10 AM	11:10 AM
Crane Flat	Crane Flat Gas Station	9:20 AM	10:20 AM	11:20 AM
Yosemite National Park	Yosemite Valley Visitor Center	9:55 AM	10:55 AM	11:55 AM

YARTS		Highway 120 Summer 2021 Service		
		Effective: May 17, 2021 - September 30, 2021		
YOSEMITE → SONORA				
Location		Run 120-2*	Run 120-4	Run 120-6*
Yosemite National Park	Yosemite Valley Visitor Center	4:00 PM	4:30 PM	5:35 PM
Crane Flat	Crane Flat Gas Station	4:35 PM	5:05 PM	6:10 PM
Big Oak Flat/Rush Creek/Yosemite Lakes	Big Oak Flat Park Entrance Gate	4:49 PM	5:19 PM	6:24 PM
	Rush Creek Lodge	4:54 PM	5:24 PM	6:29 PM
	Yosemite Lakes Campground	5:04 PM	5:34 PM	6:39 PM
Buck Meadows/Groveland	Buck Meadows Restaurant	5:19 PM	5:49 PM	6:54 PM
	Yosemite Pines RV Park	5:31 PM	6:01 PM	7:06 PM
	Mary Laveroni Park - Groveland	5:41 PM	6:11 PM	7:16 PM
Sonora / Jamestown	Rocca Park - Jamestown	★ REQ	REQ	★ REQ
	Heritage Inn - Downtown Sonora	REQ	REQ	REQ
	Sonora Best Western	REQ	REQ	REQ
	Black Oak Hotel and Resort	7:08 PM	7:38 PM	8:43 PM

# Highway 120/395 Mammoth Lakes

YARTS		Highway 395/120 Summer 2021 Service	
		Effective: June 15, 2021 - October 15, 2021	
MAMMOTH → YOSEMITE			
Location		Run 395-1*	Run 395-3
Mammoth Lakes	Mammoth Mountain Inn	6:45 AM	8:30 AM
	The Village Mammoth Lakes	6:52 AM	8:37 AM
	Juniper Springs Resort	7:00 AM	8:45 AM
	Mammoth Lakes Park/Tavern Rd	7:05 AM	8:50 AM
	Shilo Inn	7:08 AM	8:53 AM
June Lake	June Lake Junction 158-395	7:28 AM	9:13 AM
Lee Vining	Mono Basin Visitor Center	7:43 AM	9:28 AM
	Lake View Lodge	7:46 AM	9:31 AM
	Tioga Mobil Gas Mart	7:56 AM	9:41 AM
Tuolumne Meadows	Tuolumne Meadows Store	8:31 AM	10:16 AM
	Tuolumne Meadows Visitor Center	8:36 AM	10:21 AM
Crane Flat	Crane Flat Gas Station	9:46 AM	11:31 AM
Yosemite National Park	Yosemite Valley Visitor Center	10:21 AM	12:06 PM



YARTS		Highway 395/120 Summer 2021 Service	
		Effective: June 15, 2021 - October 15, 2021	
YOSEMITE → MAMMOTH			
Location		Run 395-2*	Run 395-4
Yosemite National Park	Yosemite Valley Visitor Center	2:30 PM	5:00 PM
Crane Flat	Crane Flat Gas Station	3:00 PM	5:30 PM
Tuolumne Meadows	Tuolumne Meadows Visitor Center	4:15 PM	6:45 PM
	Tuolumne Meadows Store	4:20 PM	6:50 PM
Lee Vining	Tioga Mobil Gas Mart	5:02 PM	7:32 PM
	Mono Basin Visitor Center	REQ	REQ
	Lake View Lodge	REQ	REQ
June Lake	June Lake Junction 158/395	REQ	REQ
Mammoth Lakes	Shilo Inn	5:43 PM	8:13 PM
	Mammoth Lakes Park/Tavern Rd	REQ	REQ
	Juniper Springs Resort	5:50 PM	8:20 PM
	Mammoth Mountain Inn	6:05 PM	8:35 PM
	The Village Mammoth Lakes	6:15 PM	8:45 PM



# Highway 41 Oakhurst ★

Table 28: Example Oakhurst-YNP Schedule			
June 1 - Sept 12			
Oakhurst → Yosemite			
Location		Run 41-1	Run 41-3
Oakhurst	Oakhurst Community Park	7:30 AM	9:00 AM
	Oakhurst Best Western	7:34 AM	9:04 AM
	Oakhurst Holiday Inn / Hampton Inn / Fairfield	7:38 AM	9:08 AM
Wawona, Mariposa Grove, Fish Camp	Tenaya Lodge	7:56 AM	9:26 AM
	The Mariposa Grove	8:06 AM	9:36 AM
	Wawona Store	8:26 AM	9:56 AM
	Yosemite Visitor Center	9:36 AM	11:06 AM
Yosemite → Oakhurst			
Location		Run 41-2	Run 41-4
	Yosemite Valley Visitor Center	3:30 PM	5:00 PM
Wawona, Mariposa Grove, Fish Camp	Wawona Store	4:30 PM	6:00 PM
	The Mariposa Grove	4:50 PM	6:20 PM
	Tenaya Lodge	5:00 PM	6:30 PM
Oakhurst	Oakhurst Holiday Inn / Hampton Inn / Fairfield	5:18 PM	6:48 PM
	Oakhurst Best Western	5:22 PM	6:52 PM
	Oakhurst Community Park	5:26 PM	6:56 PM

★ Indicates services to be modified as discussed in the 2021 Strategic Plan.

# Equal Employment Opportunity Program Checklist

## Statement of Policy

- ☐ Signed and dated by the CEO.
- ☐ Included the name and contact for the EEO officer.
- ☐ Include the recipient/sub recipient/contractor's commitment to EEO for all persons, regardless of race, color, creed, national origin, sex or age.
- ☐ A commitment to have an affirmative action program, including goals and timetables.
- ☐ A statement that the responsibility for the implementation of the EEO program is assigned to an agency executive.
- ☐ A statement that all management personnel must share in this responsibility to assure compliance.
- ☐ A statement that applicants and employees have a right to file discrimination complaints.
- ☐ A statement that managers, supervisors, etc. will be evaluated on the success of the EEO program as part of their performance of other agency goals.
- ☐ A statement of the agency's commitment to provide reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

## Dissemination

- ☐ Are there internal and external formal communications mechanisms to publicize and disseminate the EEO policy?
- ☐ Internally, are managers and supervisors fully informed of the agency's policy by actions such as:
  - Written communication from CEO.
  - Inclusion of the EEO program in personnel and operations manuals.
  - Meetings held at least semiannually to discuss the program and its implementation.
- ☐ Internally, is non-supervisory staff informed by actions such as :
  - Posting of EEO posters and policy statements in conspicuous and accessible locations.
  - Including EEO policy in employee handbooks, reports, manuals, union contracts.
  - Meeting with minorities and females for program suggestions.
  - Presentation of EEO program as part of employee orientation and in all training programs.
- ☐ Externally, is the EEO policy and program disseminated to regular recruitment sources, such as:

- Employment agencies, hiring halls, unions, educational institutions, minority, women's organizations; civil rights organizations, community action groups, training organization and others who refer applicants.
- Public media sources, radio, television stations, newspapers, magazines and other journals (oriented to minority populations.)
- Do-the advertisement and vacancy announcements state that recipient is an equal employment opportunity employer

### **Designation of Personnel**

- ☐ Does the manager/director of the EEO program report directly to the agency's CEO?
- ☐ Does the EEO officer at minimum show the most essential requirements of an effective EEO officer, including but not limited to, the following:
  - Sensitivity to, and an awareness of, the varied ways in which discrimination occurs.
  - Total commitment to EEO program goals and objectives.
  - Knowledge of civil rights precepts, policies, rules, regulations, and guidelines.
  - Sufficient authority and ability to work and communicate with others (department heads) to achieve EEO goals and objective.
- ☐ Are the specific responsibilities of EEO personnel listed? At a minimum, they should include the following:
  - Developing and recommending an EEO policy, a written EEO program, and internal and external communication procedures.
  - Assisting management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals.
  - Designing, implementing, and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action is necessary.
  - Reporting periodically to the chief executive officer on progress of each unit in relation to the agency's goals.
  - Serving as liaison between the agency, federal, state, and local governments, regulatory agencies, minority, handicapped and women's organizations, and other community groups.
  - Assuring the current legal information affecting affirmative action is disseminated to responsible officials.
  - Assisting in recruiting minority, handicapped and women applicants and establishing outreach sources for use by hiring officials.
  - Concurring in all hires and promotions.



- Processing employment discrimination complaints.
- ☐ Are the specific responsibilities for a manager included with, at minimum, the following:
  - Assist in identifying problem areas and establishing agency and unit goals and objectives.
  - Being actively involved with local minority organizations, women's and disabled groups, community action organizations and community service programs designed to promote the EEO program.
  - Participating actively in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives.
  - Holding regular discussions with other managers, supervisors, and employees to assure the agency's policies and procedures are being followed.
  - Reviewing the qualifications of all employees to assure that minorities, people with disabilities, and women are given full opportunities for transfers, promotions, training, salary increases, and other forms of compensation.
  - Participations in the review and/or investigation of complaints alleging discrimination.
  - Conducting and supporting career counseling for all employees.
  - Participating in periodic audits to ensure that each agency unit is in compliance.

#### **Employment Practices**

- ☐ Is there a detailed narrative assessment of present employment practices to identify those practices that operate as employment barriers and unjustifiably contribute to underutilization?
- ☐ The detailed narrative should include procedures for: recruitment and employment selection, position descriptions, recruitment methods, interview procedures, test(s) administered, seniority practices, promotional procedures, transfer procedures, training programs, procedures regarding wage and salary levels and other benefits, a narrative of disciplinary procedures and discharge and termination practices.
- ☐ Are problem areas identified and a plan of action proposed?
- ☐ Does the analysis contain statistical data to document the impact of the employment practices by race and sex?
- ☐ Does the analysis contain the following:
  - The number of individuals by race and sex that applied for employment within the past year.
  - The number by race and sex of those who were actually hired.
  - The number of employees in each job category by race and sex who have applied for promotion or transfer within the past year and those who were promoted.
  - The number and types of disciplinary actions and terminations by race and sex.

### **Monitoring and Reporting Systems**

- ☐ Is there a system for reporting, monitoring, and evaluating improvement in hiring, training, transfer and promotions in areas of under participation?
- ☐ Does it discuss periodic reports collected from supervisory personnel?
- ☐ Does it discuss how upper echelon management are informed of progress and problems and solicitation of recommendations. Are there meetings and how often?
- ☐ Does it contain mechanisms for tracking disciplinary actions, terminations, suspensions, demotions, etc. with breakdown on race, color, or sex?
- ☐ Does it discuss how EEO complaints are tracked?

# Drug and Alcohol Policy Requirements Checklist

## Written Policy

- ☐ The workplace is drug free.
- ☐ The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace is prohibited.
- ☐ Employees must abide by the terms of the policy statement as a condition of employment.
- ☐ Specify the actions that will be taken against employees for violating that policy.
- ☐ If convicted of a drug statute violation that occurred in the workplace, employees are to report it to the employer in writing no later than five calendar days after such a conviction.
- ☐ Was the written policy distributed to all transit-related employees, and is there written evidence?
- ☐ Is the Drug-Free policy statement posted in work locations?

## Drug-free awareness program

- ☐ Information to employees on the dangers of drug abuse in the workplace.
- ☐ Your policy of maintaining a drug-free workplace.
- ☐ Any available drug counseling, rehabilitation, and employee assistance programs.
- ☐ The penalties that you may impose upon them for drug abuse violations occurring in the workplace.  
(Information must be provided on a consistent basis)

## Designated contact person, board adoption

- ☐ Identity of the person, office, branch or position designated by the employer to answer employee questions about the anti-drug and alcohol misuse prevention program.
- ☐ Approval/adoption by the local governing board of the employer or operator, or other responsible individual with appropriate authority.

## Covered Employees

- ☐ Operation of a revenue service vehicle, in or out of revenue service.
- ☐ Maintaining a revenue service vehicle or equipment used in revenue service.
- ☐ Controlling dispatch/movement of a revenue service vehicle (determined by employer).
- ☐ Operation of a non-revenue vehicle requiring a California driver's license.
- ☐ Volunteers:

- 1) *Must* have California driver's license to drive vehicle, or
- 2) Reimbursed for service in excess of costs incurred

☐ Carrying a firearm for security purposes.

*\*The policy must include a list of the actual positions/categories covered at your company*

#### **Prohibited Substances**

- ☐ Marijuana metabolite
- ☐ Cocaine metabolites
- ☐ Amphetamines
- ☐ Opiates metabolites
- ☐ Phencyclidine (PCP)
- ☐ Alcohol

#### **Prohibited behavior**

- ☐ Use of illegal drugs prohibited at all times.
- ☐ Alcohol use prohibited four (4) hours prior to performing safety-sensitive functions, while on call, and while performing safety-sensitive functions.
- ☐ Alcohol use prohibited eight (8) hours after accident or until Post Accident test is performed.
- ☐ Employees are prohibited from performing safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

#### **Pre-employment**

- ☐ Negative test before 1st safety-sensitive duty, must be made up if canceled.
- ☐ If out of safety-sensitive duty for 90+ days, and out of random testing pool, employee needs Department of Transportation *pre-employment test* with negative result prior to returning to covered duty.
- ☐ Applicant who previously failed/refused a Department of Transportation test must show evidence of treatment.
- ☐ If employer chooses to require alcohol test: 1) *pre- Safety Sensitive duty*, 2) *all covered employees* 3) *after offer of employment/transfer* 4) *must follow 49 CFR Part 40 Drug and Alcohol regulations* 5) *BAC < 0.02* .

#### **Random**

- ☐ Scientifically valid selection method.
- ☐ Equal chance of selection on each draw.
- ☐ No discretion on the part of management/supervisors.

- ☐ Testing is conducted on all days and hours throughout the year.
- ☐ Unannounced and immediate.
- ☐ Alcohol testing only permissible just before/ during/just after actual performance of safety-sensitive functions.
- ☐ Random test done must be minimum 50% of the number of safety sensitive employees for drugs and 10% of safety sensitive employees for alcohol.

#### **Post-accident**

##### *FTA Thresholds:*

- ☐ Fatality
- ☐ One or more individuals are immediately transported for medical treatment away from the accident
- ☐ Disabling damage, requiring tow truck.
- ☐ All other covered employees whose performance could have contributed to the accident.
- ☐ Readily available (or considered a refusal to test).
- ☐ Readily available (testing is stayed while employee assists in resolution of the accident or receives medical attention following the accident).

#### **Reasonable Suspicion**

- ☐ Shall be done based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.
- ☐ Supervisors or other company officials who are trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations.
- ☐ Training shall consist of at least 60 minutes on physical, behavioral, and performance indicators of probable drug use and at least 60 minutes on the physical, behavioral, speech, and performance indicators of alcohol misuse.
- ☐ Alcohol testing only permissible just before/during/just after Safety Sensitive duty.

#### **Return-to-Duty and Follow-up**

- ☐ Conducted in accordance with 49 CFR Part 40, subpart O.
- ☐ All tests conducted under direct observation.
- ☐ Follow-up alcohol testing only permissible just before/during/just after actual performance of safety-sensitive functions.

#### **Procedures**

- ☐ Policy states all FTA-required testing conducted in accordance with 49 CFR Part 40.

**Requirement to Submit**

- ☐ All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

**Period of Coverage**

- ☐ Drug test – anytime on while on duty.
- ☐ Alcohol test (random, reasonable suspicion, & follow-up) - Just before, during, or immediately after actual performance of safety-sensitive functions.

**Test Refusal**

- ☐ Failure to remain until the testing process is complete.
- ☐ Failure to attempt to provide a breath or urine specimen.
- ☐ Failure to appear for any test within a reasonable time, as determined by employer after being directed to do so.
- ☐ Failure to provide a urine specimen for any drug test or an adequate amount of saliva or breathe for any alcohol test required.
- ☐ Failure to provide a sufficient amount of urine or breathe specimen when directed, and it has been determined, through a required medical evaluation that there was no adequate medical explanation for the failure.
- ☐ Failure or refusal to take an additional drug test the employer or collector has directed to be taken.
- ☐ Failure to undergo a medical evaluation as required by the Medical Review Officer or Designated Employer Representative.
- ☐ Failure to sign the certification at step 2 of the alcohol testing form.
- ☐ Failure to cooperate with any part of the testing process.
- ☐ Failure to permit an observed or monitored collection when required.
- ☐ Failure to follow an observer's instructions to raise and lower clothing and turn around.  
(Observed)
- ☐ Possessing or wearing a prosthetic or other device used to tamper with the testing process.
- ☐ Failure to take a second test when required.
- ☐ Admitting the adulteration or substitution of a specimen to the collector or Medical Review Officer.
- ☐ Medical Review Officer verified adulterated/substituted sample.
- ☐ Refusal to sign Step 2 of alcohol test form.
- ☐ Failing to appear within a reasonable time.

\*For pre-employment, NOT a refusal: Failure to appear, failure to remain at site prior to start of test, aborting collection before test commences.

### **Consequences**

- ☐ Consequences for Positive drug or alcohol (above 0.04) test result or test refusal.
- ☐ Consequences for Breathe alcohol content in range of 0.02 to 0.039 (remove employee from safety-sensitive position- apply transit system disciplinary policy if applicable; Department of Transportation Substance Abuse Panel referral prohibited).
- ☐ Dilute negative: must have fixed policy to retest or not retest (though policy may differ between test types).
- ☐ If there were any employee drug violations, employer must take one of the following actions:
  - Termination
  - Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program.

### **Records**

- ☐ Records must be maintained in a secure location with controlled access.

### **Monitoring**

- ☐ There shall be monitoring of the quality of the testing service vendors including, collection sites, medical review officer, and substance abuse professionals.
- ☐ Need to ensure testing laboratories are Health and Human Services certified.
- ☐ Mock collections or some sort of monitoring must be done at least twice a year.

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.*

*Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).



## Certifications and Assurances

Fiscal Year 2021

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

## Certifications and Assurances

Fiscal Year 2021

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

## Certifications and Assurances

Fiscal Year 2021

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
  - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
  - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
    - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
    - (3) Using forced labor in the performance of the award or subawards under the award.

**1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**1.3. Procurement.**

*The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

**1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

## Certifications and Assurances

Fiscal Year 2021

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

- (a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.*

*This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.*

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider’s Accountable Executive

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

#### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

## Certifications and Assurances

Fiscal Year 2021

an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

**5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

**5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other



use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

#### **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

#### **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

##### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

##### **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

#### **CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for*

## Certifications and Assurances

Fiscal Year 2021

*Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

## Certifications and Assurances

Fiscal Year 2021

- 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
- (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

**CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE  
EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS  
PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO  
EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

### **CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

#### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

**CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

**CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.**

*If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).*

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

**CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.*



## Certifications and Assurances

Fiscal Year 2021

*Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
  - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
  - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),
  - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 09 (Formula Grants for Rural Areas),
  - (5) Category 15 (Alcohol and Controlled Substances Testing), and
  - (6) Category 17 (Demand Responsive Service).

**FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Yosemite Area Regional Transportation System (YARTS)

The Applicant certifies to the applicable provisions of categories 01–21.   X  

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	<hr/>
02 Public Transportation Agency Safety Plans	<hr/>
03 Tax Liability and Felony Convictions	<hr/>
04 Lobbying	<hr/>
05 Private Sector Protections	<hr/>
06 Transit Asset Management Plan	<hr/>
07 Rolling Stock Buy America Reviews and Bus Testing	<hr/>
08 Urbanized Area Formula Grants Program	<hr/>
09 Formula Grants for Rural Areas	<hr/>
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	<hr/>
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	<hr/>

## Certifications and Assurances

Fiscal Year 2021

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Construction Hiring Preferences

20 Cybersecurity Certification for Rail Rolling Stock and Operations

21 Tribal Transit Programs

**FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE****PAGE**

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

**AFFIRMATION OF APPLICANT**

Name of the Applicant: Yosemite Area Regional Transportation System (YARTS)

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

## Certifications and Assurances

Fiscal Year 2021

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

DocuSigned by:  
Signature Stacie Guzman Date: 2/11/2021  
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Name Stacie Guzman Authorized Representative of Applicant

## AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Yosemite Area Regional Transportation System (YARTS)

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

DocuSigned by:  
Signature Emily Haden Date: 2/11/2021  
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Name Emily Haden Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*