



Request for Proposals for Executive Director Services

Redwood Coast Transit Authority (RCTA)
c/o Hanson Bridgett LLP
1000 4th Street, Suite 700
San Rafael, CA 94901

RFP Issued:	March 31, 2026
Written Questions/Requests for Clarifications (RFCs) Due:	April 14, 2026 at 5:00 PM PDT
RCTA's Response to Questions/RFCs Provided:	By April 21, 2026
Proposals Due:	May 5, 2026 at 5:00 PM PST

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1. INVITATION

The Redwood Coast Transit Authority (RCTA) is seeking proposals from qualified individuals or firms (hereinafter referred to as "Proposer" or "Consultant") to provide Executive Director Services primarily consisting of management, administration, planning, and operation of RCTA (Services).

RCTA, subject to Board of Directors' approval, intends to award a three-year base term contract, with up to two one-year options terms, for Services to the successful Proposer. The successful Proposer will execute an Agreement for Executive Director Services. Please refer to Appendix B for sample Agreement for Executive Director Services (Sample Agreement or Agreement).

RCTA intends to adhere to the following solicitation timeline, which is subject to change at RCTA's sole discretion:

Solicitation Timeline

<u>Activity</u>	<u>Date</u>
RFP Issued	March 31, 2026
Questions and RFCs Due	April 14, 2026 prior to 5:00PM PDT
RCTA's Response to Questions/RFCs	April 21, 2026 by end of business
Proposals Due	May 5, 2026 prior to 5:00PM PST
Interviews (if required) (tentative)	June 2026
Contract Award (tentative)	July 2026
Notice to Proceed (tentative)	August 1, 2026

Proposals must be sent via email to Dayna Louie, Attorney, at dlouie@hansonbridgett.com by 5:00 p.m. PDT on May 5, 2026. Hard copy submissions will NOT be accepted or opened.

RCTA hereby notifies all Proposers that it is the policy of RCTA to ensure non-discrimination on the basis of race, color, sex, or national origin in the award and administration of contracts that it awards. It is the intention of RCTA to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to RCTA's construction, procurement and professional services activities. RCTA's DBE Program described in the RFP documents will be applied to all projects funded in whole or in part with federal funds. Please note that, on October 3, 2025, the U.S. Department of Transportation issued an Interim Final Rule amending 49 Code of Federal Regulations Part 26 ("Interim Final Rule"). As a result of the Interim Final Rule, RCTA has placed a moratorium on some of the DBE requirements associated with this RFP and the resulting agreement.

For questions regarding this RFP, please contact Dayna Louie at dlouie@hansonbridgett.com.

2. INTRODUCTION**A. Summary and Term**

RCTA is seeking a qualified individual or firm to serve as Executive Director. Qualified individuals or firms must have deep understanding of transit operations, governance, and administration. The selected Consultant will work collaboratively with the RCTA Board, and with existing and future independent contractors responsible for maintenance and operation of the Redwood Coast Transit (RCT) fleet, to provide all services necessary for the day-to-day and long-term success of

the RCTA system. The Consultant will also work closely with the Board of Directors to: effectuate agency goals and lead strategic planning activities; handle financial management and budgeting for the agency; represent the agency to local, state, and federal entities, including partners and regulators; serve as a trusted public servant in the local community; manage the agency's consultants and contractors; and lead transit operations and planning activities. The Consultant, as an independent contractor, will be responsible for all costs associated with performing the duties specified in the Scope of Services.

For detailed information regarding the required Services, please refer to Appendix A to this RFP.

If approved by the RCTA Board of Directors, the successful Proposer will execute an Agreement for a three-year base term with up to two one-year option terms.

B. Background Information

The Region

The region served by RCTA includes most populated areas within the boundaries of Del Norte County, plus portions of Northern Humboldt County along US 101. Del Norte County is California's northernmost coastal county, with a land area of approximately 1,070 square miles. The County is bounded by Curry County, Oregon, to the north, mountainous Siskiyou County to the east, Humboldt County to the south, and by the Pacific Ocean to the west. Crescent City, the county seat, is located roughly halfway between Portland, Oregon (330 miles north) and San Francisco, California (350 miles south). Regionally, Crescent City is located approximately 85 miles north of Eureka, Humboldt County, about 26 miles south of Brookings, Oregon and 83 miles west of Grants Pass, Oregon, and Interstate 5.

Four federally recognized Tribes are in the Del Norte region: Elk Valley Rancheria, Tolowa Dee-ni' Nation, Resighini Rancheria, and the Yurok Tribe. They are partners and leaders in advancing regional transportation.

The principal north-south route through Del Norte County is US Highway 101, which provides access to coastal towns and cities to the north and south. Crescent City is located on US Highway 101. Del Norte County has two main routes providing access to inland communities: State Route, or SR 197/US Highway 199 to Hiouchi and Gasquet, and Route 169 to Klamath Glen. SR 197/US Highway 199 connects US Highway 101 to Interstate 5 in Oregon.

The county's diverse geography includes inland mountain ranges of coniferous forests, low coastal mountain ranges with temperate forests and the Redwood State and National Parks, and rugged coastlines with gray sand beaches on the Pacific coast. The climate of Del Norte County is consistently mild along the coast, becoming more variable inland. In Crescent City and along the coastal fringe, there is minimal temperature fluctuation. Coastal daytime temperatures average 45-55 degrees during the winter months. Temperatures increase to 55-65 degrees during mid-summer and early fall months, with higher temperatures when coastal fog disperses. Inland temperature differences are more marked. Del Norte County/Crescent City area's annual rainfall generally ranges between 70 - 80 inches, with the heaviest rainfall occurring from November through March.

Population

The California Department of Finance estimated the Del Norte County population (non-incarcerated) at 26,544 in 2025. This includes a population of 20,488 within the unincorporated area of the County and 6,056 within the City of Crescent City. The projected population for 2035 is 31,328. An Economic and Demographic Profile is posted on the DNLTC website under the heading Planning Documents: <http://www.dnltc.org/planning>. Populations served by RCTA along US 101 in Northern Humboldt include Orick, Trinidad, Mckinleyville, Arcata, and Eureka.

Organization and Management

RCTA is the primary public transit agency in the Del Norte County region. In 2004, RCTA was established by a joint powers agreement between the City of Crescent City and the County of Del Norte pursuant to Government Code sections 6500 et seq. RCTA is governed by a five-member Board of Directors consisting of two members of the Del Norte County Board of Supervisors, one public member appointed by the Board of Supervisors, and two council members from the City of Crescent City. The Executive Director is appointed by and reports directly to the RCTA Board of Directors.

RCTA delivers its services with a lean and unique staffing structure. There are no employees of RCTA. The Board of Directors hires a consultant or consulting team to manage the agency as the Executive Director, as well as a contract law firm to provide legal services and to take the lead on the periodic procurement of the Executive Director team. The current Executive Director team has been the partnership of Joe Rye (TMTP Consulting) and Dan Herron (with other part time team members) since 2016. The TMTP team provides all administration services, including procurement, planning, grants, and marketing and oversight of the private contractor(s) who provide daily operations. Transdev is the current operations and maintenance contractor, having acquired First Transit and its existing contracts in 2023. The current five-year contract with Transdev runs through 2026 and includes all maintenance and operations services, except fuel, vehicles, and administration. RCTA owns its own vehicles and Maintenance and Operations Facility on Williams Drive in Crescent City, on land leased from the Fairgrounds.

Redwood Coast Transit Services

RCTA provides deviated fixed route service throughout the rural areas (outside the Crescent City area) of Del Norte County and south to Arcata in Humboldt County, connecting residents in the County's only incorporated city, Crescent City, and those of unincorporated communities including Smith River, Fort Dick, Hiouchi, Gasquet, and Klamath to entertainment areas, parks, medical facilities, places of interest, and shopping. Interregional travel is possible to adjoining counties in Oregon via connections with outside transit agencies (SW Point). All RCTA vehicles are wheelchair accessible, with several featuring easy access low-floor designs.

RCTA provides wheelchair accessible curb-to-curb services in the Crescent City area through its Dial-A-Ride service. RCTA allows non-ADA eligible patrons to use Dial-A-Ride at a higher fare and when space is available.

The services provided by RCTA are absolutely crucial to the residents who use them and to the greater community. The long-term success of transit services is of paramount concern to Del Norte County.

3. PROPOSAL CONTENT

A. Proposal Cover Form

In order to facilitate Proposer's preparation of its proposal and RCTA's review of same, all proposals must have a consistent font type and size of text; and must be limited to 60 or fewer letter-size pages (8.5 inch by 11 inch), single spaced, single column, excluding the Proposal Cover Form, Letter of Introduction, Table of Contents, two-page resumes of key nominated personnel, and other required appendices and forms. Type style and size for graphics is at Proposer's option, but the font must be clear and legible.

Submission of a proposal indicates acceptance by Proposer of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between RCTA and the selected Consultant.

In order to be accepted for evaluation, proposals should provide the requested information in a concise, well-organized manner and must follow the prescribed format as outlined below.

B. Letter of Introduction

The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications; identify its proposed key personnel to be assigned to the Agreement, and summarize the main qualifications of the proposed team.

Proposers must also indicate that they are prepared to sign the Sample Agreement provided in Appendix B to this RFP (or should specifically identify any requested changes to the Agreement, using the form provided in Exception Form, Form 2; and must clearly state that they are able to meet the insurance requirements as set forth in Appendix B, the Sample Agreement. Proposers must also state in writing that they agree to be bound by their proposal for 180 days from the proposal due date. Proposers must also confirm that they have no impermissible conflicts of interest.

If the Proposer is a joint venture, an executed copy of the Joint Venture Agreement must be included with the proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture must be outlined.

C. Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

D. Approach to Providing Services: Team Organization and Management Plan

Identify key personnel and staff, including subconsultants, if any, who will be directly engaged in the performance of the work under the Agreement; and outline the Proposer's team's capacity to successfully perform the desired services and include the following:

1. Organization chart showing the proposed team composition.
2. Identification of any and all of the services listed in Appendix A, Scope of Services, for which Proposer intends to subcontract, including the intended subconsultant's name, location, key personnel, and their qualifications.
3. Describe understanding of, and rationale for, proposed intended approach to providing the work required under Appendix A.

Additionally, Proposer must address the following aspects of these procedures in its proposal:

i. Identification of Subconsultants

A Consultant intending to use any subconsultants to perform Services must do so in accordance with the requirements of this RFP. Any and all subconsultants must be listed on the Designation of Subconsultants form, Form 3, submitted with the proposal and approved by RCTA prior to contract award. The Consultant must have prior written approval by RCTA if it intends to use additional subconsultant(s) that were not approved prior to contract award.

After contract award, additional subconsultant(s) must be approved in writing by RCTA.

ii. Quality Control Plan

Describe how Proposer will ensure that the quality of task management and work product, either from the firm or subconsultant, is within criteria set forth by RCTA. Describe, at a minimum, the approach to quality, strategy development, data analysis, subcontractor/subconsultant management, quality control of deliverables, schedule, budget compliance, staff management, and invoice preparation.

iii. Accounting System

Briefly describe Proposer's accounting system and cite its experience with public agency contracts. System must be modern, up to date and have the ability to provide accurate information. Describe the financial controls in place to ensure high quality invoices and reports. Describe the reporting structure and roles and responsibilities of staff working in the accounting department.

E. Company Qualifications, Experience, and References

In order to be considered for award of an Agreement, each Proposer must provide information about its company so that RCTA can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP. In addition, the Proposer must have expertise in the tasks specified in Appendix A. RCTA, at its option, may require a Proposer to provide additional information and/or clarify submitted information. To be considered qualified for consideration of award of an Agreement, Proposers must:

1. Have (through themselves, their team members or their subcontractors/subconsultants) at least five (5) years of experience providing Executive Director services;
2. Be capable of providing the desired services as delineated in the Scope of Services, substantially with its own staff;
3. Have knowledge and understanding of applicable laws, regulations, and codes and be familiar with local conditions relating to the project scope and work;
4. Have accounting systems in place to adequately manage federally-sponsored cost-type contracts;
5. Have appropriate professional licenses to perform the work, if any.

Additionally, Proposers must provide a minimum of two (2) and a maximum of five (5) references of clients for whom, within the past five (5) years, the Proposer has provided similar services as those called for in this RFP. Include transportation agencies, if any. For each submitted Reference Form, Form 4, Proposers must supply a brief description of the services provided, the timeframe the services were provided, and current client contact information. Proposers must also provide the size and structure of their firm as evidenced by an organizational chart, relevant to its client base.

Do not list RCTA as a reference. However, if Proposer has provided services to RCTA, such experience will be considered by RCTA in its evaluation.

If the Proposer is a joint-venture partner, describe the organizational arrangement and roles and responsibilities between the firms. Each Proposer must submit sufficient evidence satisfactory to RCTA that the Proposer is in compliance with this section.

F. Qualifications and Experience of Key Personnel

“Key Personnel” is defined as those individuals who are essential to the successful completion and execution of the Services called for in this RFP. Key Personnel must be available for the duration of the engagement and may not be substituted by Consultant without prior written approval by RCTA. Substitution of Key Personnel without prior written approval by RCTA will constitute a breach of the Agreement. RCTA reserves the right to direct the removal of any individual, including Key Personnel.

Each Proposer must submit resumes of Key Personnel and an organization chart that identifies the proposed team’s structure and reporting responsibilities. If the Proposer is a multi-firm team, describe the organizational arrangement and roles and responsibilities between the firms. Work that subcontractors will perform, if any, should be indicated on a task basis.

This information must indicate sufficient evidence satisfactory that proposed Key Personnel have the skills, qualifications, and experience to successfully complete the Services as further described herein and in Appendix A, Scope of Services. Proposers must describe the depth and quality of previous experience and number of years providing similar services for all proposed Key Personnel.

G. Financial Qualifications

Each Proposer must possess sufficient financial strength, resources and capabilities to support and enable the work to be performed and to complete the Agreement in a satisfactory manner, as measured by Proposer’s financial statements (Income Statements and Balance Sheets, only) for the previous three (3) years. Financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant. Proposer must state how the desired financial information will be provided for review by RCTA.

In addition, Proposers must demonstrate their ability to obtain insurance coverage that meets the minimum requirements of this RFP, as evidenced by a letter, or a certificate, from an underwriter confirming that the Proposer can be insured for the required amounts. At RCTA’s discretion, Proposers who are involved in current or pending bankruptcy proceedings may be rejected.

H. Cost Proposal

Submit the Cost Proposal Form, Form 8.

The Cost Proposal Form must include all pricing, hourly rates, other direct costs, and profit for the Proposer and each proposed subconsultant (if any). The Cost Proposal must list all reasonably foreseeable personnel and subconsultant staff required in the performance of this work, including each staff member’s name, title, and hourly rate. As a point of reference, on average, previous consultants have spent approximately 125 hours per month on RCTA services.

Proposer must submit a copy of its, and its proposed subconsultant’s, most recent audit reports (not older than 18 months) of Proposer’s direct and indirect rates and must state whether rates are consistent with Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31). Audit must have been conducted by the federal government, a certified public accountant, or independent auditor. Identify the audit entity, contact name, phone number, and furnish copies of findings. Where audit reports are not available due to the size of a firm, other substantiation

acceptable to RCTA, must be provided. RCTA must have the final decision in deciding what is acceptable.

Proposer's failure to submit the required Cost Proposal may result in rejection of the proposal.

I. Levine Act

The Levine Act (Government Code Section 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any RCTA Board Member from participating in any action related to a contract, if the RCTA Board Member receives any political contributions totaling more than \$500 from a party or participant to a contract proceeding, or from their agents, within 12 months of the proceeding. The Levine Act also requires a member of the RCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, RCTA Board Members are prohibited from soliciting, directing or accepting a campaign contribution of more than \$500 from a party or participant to the proceeding, or from their agents, for twelve months following the date a final decision concerning the contract has been made.

Proposer must complete and submit with their proposal the California Levine Act Statement, Form 5.

J. Licenses and Certifications

Proposer and proposed Key Personnel must hold, and maintain during the course of the contract including any option extensions, appropriate professional licenses to perform the work specified in this RFP, if any. Proposers may list any relevant licenses and/or certifications and the name of the issuing entity with their proposal. Copies or proof of such licensure and/or certification may be requested by RCTA.

K. Conflicts of Interest

The firm selected to serve as Consultant through this RFP will not be prohibited from working under separate contracts with RCTA, unless such work creates a conflict of interest, real or apparent, that would render the Consultant ineligible to undertake such work during the term of the Agreement. Proposer must provide a list in its proposal of its current contracts that involve work with RCTA, including its relationship to RCTA and a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

By submitting a proposal, the Proposer represents and warrants that no director, officer or employee of RCTA is in any manner interested directly or indirectly in the proposal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

4. SOLICITATION PROCESS

A. Submission of Questions and Requests for Clarification

All Questions and/or Requests for Clarification must be submitted in writing to Dayna Louie, Attorney, at dlouie@hansonbridgett.com. RCTA's written response to Questions and/or

Requests for Clarification will be provided via email to all Proposers. Please refer to the solicitation timeline in the Letter of Invitation in this RFP for date and time deadlines.

B. Addenda to RFP

RCTA reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP must be described in written addenda.

It is the Proposers' responsibility to monitor RCTA's website on a regular basis. Only signed addenda, issued by RCTA's authorized personnel are binding. Proposers are required to acknowledge receipt of all addenda, if any, during the submission of their proposals.

Failure of any prospective Proposer to receive the notification or addenda does not relieve the Proposer from any obligation under the RFP as clarified, interpreted or modified. All addenda issued must become part of the RFP. Proposers must acknowledge the receipt of each individual addendum in their proposals on the Proposal Cover Form, Form 1. Proposer's failure to acknowledge in its proposal receipt of addenda may, at RCTA's sole option, cause the proposal to be rejected.

If RCTA determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that RCTA determines will allow Proposers sufficient time to revise their proposals. Any new due date will be included in the addenda.

C. Submission of Proposals

Proposals will be received via email to Dayna Louie, Attorney, at dlouie@hansonbridgett.com until 5:00 p.m. PST on May 5, 2026. Hard copy submissions will NOT be accepted or opened.

D. Cost of Proposal Development

This RFP does not commit RCTA to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a proposal, nor to procure or contract for any services. The Proposer waives any claim against RCTA for costs incurred in preparing a proposal and responding to this RFP.

E. Validity of Proposals

Submission of a proposal constitutes a firm offer to RCTA for 180 days from the submission deadline for proposals.

F. Withdrawal of Proposals

A Proposer may withdraw its proposal, without prejudice, by emailing Dayna Louie, Attorney, at dlouie@hansonbridgett.com prior to the proposal closing date and time. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

After the proposal due date, a proposal may be withdrawn only if RCTA fails to award the Agreement within the proposal validity period prescribed above in Section 4.E., Validity of Proposals, or any agreed-upon extension thereof.

G. Evaluation of Proposals and Selection Process

Proposals will be screened to ensure Proposer(s)' responsiveness to the requirements of the RFP and the responsibility of the proposing consultant. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. RCTA intends to award a contract to the highest ranked, most qualified, responsible Proposer that submits a responsive proposal for provision of the Services and represents the best value to RCTA.

RCTA may reject as non-responsive any proposal that does not include the required documents referenced herein. However, RCTA reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

1. Selection Committee

A Selection Committee (Committee), which will include members of the Board of Directors and possibly one or more outside experts, will review the proposals submitted and rank them according to the weighted criteria of each category as set forth in the process below.

2. Proposal Evaluation Process

The Proposers' proposal will be evaluated using the criteria identified below. In ranking proposals, RCTA will consider the proposal material submitted, oral interviews (if any are held) and any other relevant information about a given Proposer (i.e. references). RCTA will not assume that a Proposer possesses any capability unless such a capability is established by the submitted proposal.

Proposals will be evaluated using the Evaluation Criteria described below and assigned points per criteria as indicated:

Evaluation Criteria	Max Points
<p>Company Qualifications, Experience, and References</p> <p>A. Demonstrate that the firm meets all the requirements set forth in Section 3.E.</p> <p>B. Size of firm and years in business.</p> <p>C. Experience in providing similar relevant services; identifying how such services relate to this solicitation, the dollar value and the references provided.</p> <p>D. Experience in successfully managing work schedules and controlling costs.</p>	30
<p>Qualifications and Experience of Key Personnel</p> <p>A. The professional, technical and managerial qualifications and experience of personnel named in the proposal.</p> <p>B. Previous relevant experience which demonstrates capability to successfully manage work:</p> <p>1) Years of experience;</p> <p>2) Extent of experience applicable to this work;</p> <p>3) Experience in key staff positions;</p>	25

Evaluation Criteria	Max Points
4) Proven experience in developing innovative or advanced techniques.	
Project Understanding and Management Plan A. Approach to the scope of services as noted in Appendix A, Scope of Services. B. Rationale for proposed team organization. C. Quality Control Plan.	25
Reasonableness of Cost This portion of the proposal will be evaluated based on reasonableness of the proposed costs and rates. Costs and rates will be compared to costs and rates RCTA or other comparable public agencies have paid for similar services, and to what is considered to be the industry's standard and customary costs for the services. Proposed costs and rates will also be compared to any independent cost estimates.	20
Total =	100

H. Interviews

Following the initial review and screening of proposals, one or more Proposers may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described below, and/or participation in an oral interview. If RCTA conducts interviews, it will do so with those Proposers found to be within the "competitive range." Attendees at an interview should be restricted to those individuals who will have direct involvement with provision of the Services. RCTA expects that, at a minimum, the proposed Project Manager will attend the oral interview; other Key Personnel may also attend. Please refer to the solicitation timeline in the Invitation for tentative interview dates.

I. Revised Proposals, Interviews and Negotiations

RCTA reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised proposals, to interview or not, or to request best and final offers (BAFOs), if it is in the best interest of RCTA to do so. During this step, the Committee will evaluate financial statements and audit reports submitted by Proposers in the competitive range. Upon completion of this step in the selection process, the Committee will re-rank the firms remaining in the competitive range, in accordance with the evaluation criteria set forth above.

RCTA also reserves the right to further reduce the competitive range at any time during this step of the evaluation and selection process and RCTA may hold simultaneous discussions with those proposers that remain in the competitive range. Proposers who are no longer in the competitive range, and will therefore not continue to the final step of the selection and evaluation process, will be notified as soon as it is practicable.

RCTA may accept the proposal, or may negotiate with the highest-ranked firms, the terms and conditions of the Agreement and/or the firms' cost proposal including, but not limited to, the proposed hourly labor rates, overhead rates, profit, fees, and/or billing rates as applicable. At this time, RCTA may elect to request revised and/or BAFOs from all of the firms remaining in the

competitive range. At its sole discretion, RCTA may also reject all proposals. RCTA also may award an Agreement without conducting interviews or negotiations.

J. Contract Award

The Committee will make a recommendation of award of Agreement, if any, to RCTA's Board of Directors, or designee. All Proposers will be notified of the recommended award in writing. No Agreement will be in force until a written authorization to proceed is issued by RCTA's authorized personnel.

The successful Proposer, to whom award is made, must execute a written Agreement for Services on RCTA's provided form as set forth in Appendix B within 14 calendar days after Proposer receives the form of Agreement for execution.

K. Protest Procedures

RCTA's contract protest process and procedures are available at:
<http://www.redwoodcoasttransit.org/about-rcta/procurement/>.

L. Ex-Parte Communications

Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. All such communication must be directed to the authorized personnel named in this RFP until after a Notice to Proceed has been issued by RCTA. There must be no communication with any officer, director, employee, or agent of RCTA, except as may be reasonably necessary to carry out the procedures specified in this RFP.

Proposers and Proposers' representatives may not communicate with RCTA's Board members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of RCTA during a public meeting.

M. Confidentiality

1. Confidentiality and Waiver of Claims
 - i. The California Public Records Act (Cal. Gov. Code Sections 7920.000 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between RCTA and the Proposer, is a public record that must be made available to the public.
 - ii. If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that RCTA withhold from disclosure the exempt information by submitting:
 - (a) an unredacted copy of the proposal marking each page containing such exempt information as confidential; and
 - (b) a redacted copy of the proposal that redacts the purportedly exempt information; and

- (c) a separate “confidentiality index” including all of the following information:
 - (i) The section and page number of the proposal where the information is located; and
 - (ii) An explanation of why the information is exempt from disclosure under the CPRA.
- iii. By submitting a proposal, Proposer:
 - (a) consents to the release of the redacted version of the proposal; and (ii) consents to the release of any portion of its proposal not included in the confidentiality index; and
 - (b) waives all claims against RCTA, its directors, officers, employees and agents, for the disclosure of such information.
- iv. If the Proposer does not include a confidentiality index in its proposal, RCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to RCTA.
- v. In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the proposal, the redacted version prevails.
- vi. A Proposer may not designate its entire proposal as confidential. RCTA will not honor such designations and will disclose submittals so designated to the public without liability to RCTA.

2. Confidentiality Indemnity

Upon receipt of a request pursuant to the CPRA seeking proposal material relating to this RFP, RCTA may provide the redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If RCTA determines that information in the confidentiality index is not exempt from disclosure, RCTA will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

By submitting a proposal, Proposer agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys’ fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys’ fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal. If Proposer fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

N. Waiver

By submitting a proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Agreement; that Proposer has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

O. RCTA's Rights

RCTA reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of RCTA. This RFP does not commit RCTA to award an Agreement, to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for services. RCTA reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to RCTA's interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. RCTA further reserves the right to reject all proposals and seek new proposals when RCTA considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers must be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by RCTA.

5. CONTRACTUAL REQUIREMENTS

A. Agreement for Executive Director Services

The selected Proposer for the provision of the Services will be required to execute an Agreement with RCTA describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. This Agreement must follow the Sample Agreement. **All Proposers are directed to review all of the terms and conditions set forth in the Sample Agreement, particularly the indemnification and insurance requirements.**

Submittal of a proposal must be deemed acceptance of all of the terms set forth in this RFP and the Sample Agreement unless the Proposer(s) includes with its proposal, in writing, any modifications requested to the RFP and/or Sample Agreement as set forth on the Exception Form, Form 2. All requests for exceptions must be in writing, separately identified, and delineated for each task, or other item, and must be submitted on Form 2. RCTA reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of proposals.

B. Disadvantaged Business Enterprises (DBE) Policy

Please note that, as a result of the Interim Final Rule, RCTA has placed a moratorium on some of the DBE requirements associated with this RFP and the resulting agreement.

RCTA is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and professional services activities. To this end, RCTA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of the Agreement, the Consultant will cooperate in meeting these commitments and objectives.

Pursuant to 49 CFR § 26.13, and as a material term of the Agreement, the Consultant will make the following assurance and agree to include this assurance in any agreements it makes with subconsultants in the performance of the Agreement:

“The CONSULTANT or subcontractor/subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant must carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Consultant or subcontractor/subconsultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RCTA deems appropriate.”

RCTA implements its DBE Policy in accordance with DOT regulations and no contract-specific DBE participation goal has been established for this Agreement. However, Consultant must cooperate with RCTA in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBEs' participation do not exist.

C. Audit Requirements

The Consultant's proposed rates and costs will be subject to audit in accordance with Federal Cost Principals (Title 48, Code of Federal Regulations, Part 31) and/or Generally Accepted Accounting Principles (GAAP). Consultant(s) must cooperate with RCTA and its audit firm. After any audit recommendations are received by RCTA, the proposed rates and costs must be adjusted by Consultant and approved by RCTA, to conform to the audit recommendations. Consultant agrees that individual items of cost may be incorporated into the Consultant's Agreement at RCTA's sole discretion to conform to the audit recommendations. Refusal by Consultant to incorporate audit recommendations will be considered a breach of the Agreement and may, at RCTA's sole discretion, be considered cause for termination of the Agreement.

Proposer(s) may be required to submit recent audit reports (not older than 18 months) of any subconsultant's direct and indirect rates prior to contract award, and must state whether rates are consistent with Federal Cost Principals (Title 48, Code of Federal Regulations, Part 31). Each audit must have been conducted by the Federal Government, a Certified Public Accountant, or Independent Auditor. Proposer(s) must identify the audit source, contact name, phone number, and furnish copies of findings. If a Proposer(s) provides fully-burdened rates for approval, for themselves or for a subconsultant, the rates must be accompanied by proof where another public agency has recently approved the quoted rate, or some other justification acceptable to RCTA.

D. Federal Requirements

This RFP is subject to financial assistance from the U.S. Department of Transportation, Federal Transit Administration. Please refer to Federal Requirements, Appendix C.

E. Insurance and Indemnification Requirements

Proposers are instructed to carefully review the insurance and indemnification provisions set forth in Appendix B, the Sample Agreement, and provide evidence of Proposer's acceptance and ability to comply.

Proposers shall submit evidence of ability to provide insurance and meet the stated insurance requirements. Said evidence shall take the form of a current Certificate of Liability Insurance (COLI) or a letter from Proposer's insurance agent or broker certifying that such insurance requirements can be obtained.

If the certificate does not cover the requirements as specified in Appendix B, the Sample Agreement, verification of availability of required insurance must otherwise be provided.

F. Joint Venture Agreement, if applicable

If the Proposer is a joint venture, an executed copy of the Joint Venture contract shall be included with the proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture shall be outlined.

G. Ukraine/Russia Related Sanctions

As a public agency with contracts with state and federal departments and agencies, RCTA is required to avoid transactions with any persons or entities subject to economic sanctions. For the purpose of this section, "Economic Sanctions" are defined as those imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a proposal, Consultant represents that it is not a target of Economic Sanctions. Should RCTA determine Consultant is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Consultant's proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by RCTA.

6. FORMS

Form 1 – Proposal Cover Form
Form 2 – Exception Form
Form 3 – Designation of Subconsultants
Form 4 – Reference Form
Form 5 – California Levine Act
Form 6 – Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements
Form 7 – Certification for Federal Tax Liability and Recent Felony Convictions
Form 8 – Cost Proposal Form

7. APPENDICES

APPENDIX A, Scope of Services
APPENDIX B, Sample Agreement for Executive Director Services
APPENDIX C, Federal Requirements

FORM 1: PROPOSAL COVER FORM

**PROPOSAL COVER FORM
for
EXECUTIVE DIRECTOR SERVICES**

Redwood Coast Transit Authority
c/o Hanson Bridgett LLP
1000 4th Street, Suite 700
San Rafael, CA 94901

A. GENERAL INFORMATION

DATE SUBMITTED: _____

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:

B. PROPOSAL CONTACT PERSON INFORMATION

NAME AND TITLE: _____

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

EMAIL ADDRESS: _____

OFFICE PHONE NUMBER: _____

CELL PHONE NUMBER: _____

C. CONFIDENTIALITY

In accordance with Section 4.M of the RFP, the Proposer is submitting either (please select one):

unredacted copy of the Proposal;

unredacted copy of the Proposal, redacted copy of the Proposal that redacts the purportedly exempt information, and a separate "confidentiality index" including: the section and page number of the Proposal where the information is located; and an explanation of why the information is exempt from disclosure under the CPRA.

If Proposer is only submitting an unredacted copy of the Proposal, then by signing this Proposal Cover Form, Proposer:

- a) consents to the release of the unredacted version of the Proposal; and
- b) waives all claims against RCTA, its directors, officers, employees and agents, for the disclosure of such information.

If Proposer is submitting an unredacted copy of the Proposal, redacted copy of the Proposal, and a separate confidentiality index, then by signing this Proposal Cover Form, Proposer:

- a) consents to the release of the redacted version of the Proposal; and
- b) consents to the release of any portion of its Proposal not included in the confidentiality index; and
- c) waives all claims against RCTA, its directors, officers, employees and agents, for the disclosure of such information.

Proposer further agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal. If Proposer fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

D. CONDITIONS:

1. The Request for Proposals, required Forms, and Addenda, if any, are made a part of this proposal.
2. The undersigned acknowledges receipt of the following Addenda (e.g.1, 2, 3, 4, etc.), if any:

3. The undersigned understands and agrees to be bound to the proposed Scope of Services and Cost Proposal for 180 days from the date of proposal submittal.
4. The undersigned is prepared to sign the Sample Agreement for Services without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal. Exceptions, or modifications, if any, should be clearly identified and submitted on Form 2.

SIGNED:

The undersigned certify that I/we submit this proposal and sign this Proposal Cover Form with full and proper authorization to do so and have read, understood, and will comply with all the terms and conditions set forth in the RFP documents. *

Signature

Signature

Printed Name

Printed Name

Title

Title

***Note:**

If a sole owner, it shall be signed by the owner of the company.

If a corporation, it shall be signed by a Corporate Officer who has full and proper authorization to bind the corporation to the proposal.

If a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to bind each company to the proposal.

If a partnership, it shall be signed under the partnership name by a partner of the firm and the name of each partner shall be provided.

If a limited liability company (LLC), it shall be signed by an officer or member who has the full and proper authorization to bind the LLC. The officer or member must provide evidence satisfactory to RCTA indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

FORM 2: EXCEPTION FORM

Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP, including the Sample Agreement for Services, unless the Proposer includes with its proposal, in writing, any exceptions or modifications requested by the Proposer.

COMPANY NAME: _____

EXCEPTIONS: NO; YES.

If YES, list below all exceptions to the solicitation documents and requirements, including exceptions to the Sample Agreement for Services and its insurance requirements. Number each exception and attach additional copied pages of this form as necessary.

#	Document (i.e. RFP, Sample Agreement)	Section of Document	Exception/Issue/Suggested Revisions to Language
1			
2			
3			
4			
5			

FORM 3: DESIGNATION OF SUBCONSULTANTS

Proposer's
Name: _____

Address: _____

Firm's Annual
Gross Receipts: _____ Age of Firm: _____
Phone: () _____

Instructions: Proposer **MUST** provide information below for **ALL** subcontractors/subconsultants/suppliers ("sub-bidders") that provided proposer a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier. Include all bid acceptance(s) AND rejection(s). Please state "None" if there are no sub-bids.

	Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Contact Person	Please indicate system name, description of Work, Services, or Supplies.	Dollar Amount or Percentage of Work, Services, or Supplies	Bid/Quote Accepted? (Yes/No)
1				
2				
3				

Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

By submitting a proposal, the Consultant certifies that it will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with RCTA.

FORM 4: REFERENCE FORM

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime contractor or as a subcontractor during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of two (2) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE REDWOOD COAST TRANSIT AUTHORITY AS A REFERENCE.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

_____ Company	_____ Project Description
_____ Address	_____ Project / Contract Value
_____ City, State, Zip	_____ Award Date / End Date
_____ Contact Name	() _____ Telephone
_____ Contact Title	_____ Email

Scope and Status of Contract: _____

Other: _____

_____ Name	() _____ Telephone Number
_____ Title	_____ Email Address

Note: Please complete this form for each reference provided

FORM 5: CALIFORNIA LEVINE ACT

California Government Code Section 84308 (commonly referred to as the "Levine Act") prohibits any RCTA Board Member from participating in any action related to a contract, if the Board member receives any political contributions totaling more than \$500 from a party or participant to a contract proceeding, or from their agents, within 12 months of the proceeding. The Levine Act also requires a member of the RCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, RCTA Board members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$500 from a party or participant to the proceeding, or from their agents, for 12 months following the date a final decision concerning the contract has been made.

Proposers also are required to disclose any contribution of more than \$500 to a RCTA Board Member made within 12 months of the proceeding, if any; and are responsible for accessing the link below to review the names of Board members prior to answering the below questions:

RCTA Board Members: <https://redwoodcoasttransit.org/about-rcta/board-of-directors/>

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any RCTA Board Member in the 12 months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

YES NO. If yes, please identify the following:

Name of Board Member or Officer: _____

Name of Contributor: _____

Date(s): _____

Amount: _____

(Use additional sheet if necessary)

You, your company, and your agents are prohibited from making a campaign contribution to, or at the request of, a RCTA Board Member while the proceeding is pending before the RCTA and for 12 months following the date a final decision is made in the proceeding.

Date: _____

(Signature of Party and/or Party's Agent)

FORM 6: LOBBYING CERTIFICATION FOR CONTRACTS GRANTS, LOANS AND COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20)

The undersigned certifies, to the best of his or her 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 an 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds 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.

(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 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.

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
13520348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/ application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known.</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No.10a) (last name, first name, MI.): <i>Attach Continuation Sheet if necessary.</i></p>	
<p>11. Amount of Payment (Check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>12. Form of Payment</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value: _____</p>	
<p>13. Type of Payment (Check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) Contacted for Payment Indicated in Item 11. <i>Attach continuation sheet if necessary.</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> YES <input type="checkbox"/> NO</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file</p>	<p>Signature: _____ Print Name: _____ Title: _____</p>	

the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.	Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form-LLL

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency. Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

FORM 7: CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The undersigned certifies that Proposer:

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

(2) Has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

The selected Proposer will flow this requirement down to subcontractors and vendors at all lower tiers.

Date: _____

Signature: _____

Name: _____

Title: _____

Company: _____

FORM 8: COST PROPOSAL FORM

[See Excel spreadsheet]

APPENDIX A

SCOPE OF SERVICES

The selected Proposer (hereinafter referred to as "Consultant") is responsible for performing the following services to RCTA's satisfaction. This scope of services may be amended at RCTA's discretion.

Role and Authority

The Consultant will provide professional Executive Director services to RCTA and will serve as the agency's chief executive officer, subject to the direction and oversight of the RCTA Board of Directors (Board). The Consultant will be responsible for the overall management, administration, and operation of RCTA, consistent with applicable federal, state, and local laws, Board policies, and adopted budgets and plans.

The Consultant will be appointed by, and serve at the pleasure of the Board. The Consultant will attend and participate in all regular and special meetings of the Board, except where excluded by law or Board direction, and will serve as the primary liaison between the Board, RCTA contractors and consultants, partner agencies, and the public.

General Duties

The Consultant will have overall responsibility for policy development, program planning, fiscal management, administration, and operation of RCTA functions, programs, and activities. Specific duties may include, but are not limited to, the following:

- Ensure the planning and delivery of efficient and responsive public transit services in the Del Norte County area.
- Perform administrative functions, including: fiscal management; negotiation of contracts; preparation of budgets and work plans; preparation of grant applications, funding claims, submittal of grant reports, financial and compliance reports, policy analysis, and other documents as needed.
- Develop and carry out the Annual Service Plan and Budget. Review, monitor, and evaluate transit performance and report on results. Make recommendations to modify services as needed. Develop schedules and ensure marketing pieces are available to the public, including print and online schedules, maps, and promotional materials. Maintain RCTA's website and online social media presence and communicate with RCTA riders via these outlets. Monitor and update as needed the RCTA Google Transit tripfinder, including General Transit Data Feed (GTFS) data for schedule changes, and implement GTFS-RT (real-time) as mandated by the California Department of Transportation (Caltrans).
- Implement the RCTA Complementary Paratransit Service Plan developed in response to the Americans with Disabilities Act (ADA). Actively manage the eligibility determination and appeals process as required as part of the Coordinated Transit Service Agency (CTSA) programs. Oversee implementation of CTSA activities (currently travel training

and recertification of ADA eligibility) including analysis of CTSA funding levels and ability to expand CTSA programs if feasible.

- Coordinate and monitor accounting (prepared by Del Norte County), property and operating records and procedures.
- Carry out a fleet and equipment monitoring, replacement, and acquisition program, including a multi-year capital project to acquire electric buses and install charging facilities. Prepare, as necessary, vehicle and equipment specifications and manage procurements as authorized in the annual budget. Identify appropriate grant opportunities and write grants to enable RCTA to replace its revenue fleet utilizing a maximum possible leverage of federal transit funding. Monitor condition of Williams Drive RCTA Operations and Maintenance Facility and develop projects to improve safety, security and function of the facility as needed. Prepare annual FTA-required TAM (Transit Asset Management) Plan updates.
- Represent RCTA to federal, state, and local agencies, the transit industry including other regional transit agencies, business and community groups, and the general public.
- Monitor legislative and regulatory issues to ensure agency compliance with applicable laws and regulations, and to disseminate information to the Board regarding matters of interest to the RCTA.
- Oversee transit system operations, monitor and evaluate contract services, analyze service utilization and operation, receive and respond to complaints, review accident records and equipment failures, and develop corrective action plans.
- Receive, evaluate, and respond to public input on unmet needs and proposals from community members and organizations.
- Identify, prioritize, design and deliver bus stop improvement projects at RCTA bus stops. This is a high priority issue for the RCTA Board and funding is set aside annually to deliver bus shelters, benches, etc.
- Develop and implement marketing plans, fare structures, promotional campaigns, public presentations and other activities. Prepare press releases, flyers and other materials, and actively manage RCTA's website and Facebook pages. Manage and promote the RCTA Bus Advertising Program, seeking community partnerships in advertising on buses, and manage the ensuing contracts, content approvals, postings, and revenues.
- Coordinate with Greyhound Bus Lines regarding the interlined operating and ticket sales agreement, and the planning, operating, and marketing of interlined intercity bus services. Coordinate with other regional transit agencies to optimize connections and potential regional fare coordination projects.
- Provide a local presence in Del Norte County, including but not limited to participation in local meetings (including, but not limited to Del Norte Local Transportation Commission meetings) and events, in-person or remotely. Provide a face to the agency and meet with staff and local stakeholders to build RCTA relationships.

Anticipated Key Projects and Initiatives

During the initial term of the agreement, the Consultant will be expected to facilitate, lead, or oversee certain key projects and initiatives critical to RCTA's operations and strategic goals. These initiatives are anticipated priorities and may be modified by the Board, based on available resources or competing goals. Some of these projects and initiatives may include, but are not limited to:

- Williams Drive (M&O Center) Electric vehicle (EV) Charging Stations Project
- Downtown Transit Center
- Purchase of transit vehicles, including EVs
- Considering service changes to mitigate rising labor and fuel costs
- Passenger Facilities Plan with DNLTC and Caltrans

Consultant-Provided Equipment

Consultant will be responsible for providing its own office space. RCTA does not currently have a space in the Crescent City area devoted to RCT administration. Consultant will also provide their own office equipment, including computer, copy machine, printer, desk, and phone, as well as all necessary office supplies.

Experience and Training

Any combination of experience and training that would provide the required knowledge, skills, and abilities. A typical way to obtain the required knowledge, skills, and abilities is:

Experience: Three (3) or more years of experience in a professional, managerial-level transportation-related position, including at least three (3) or more years in same or similar position.

Training: A bachelor's or master's degree from an accredited college with major coursework in transportation planning or engineering, business administration, public administration, economics, finance, or a related field.

Job-Related Qualifications

Ability to:

- Plan, organize, administer, and coordinate a variety of large and complex transportation-related services, projects, and programs.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Analyze complex technical and administrative transportation-related services problems, evaluate alternative solutions and implement effective courses of action.
- Prepare clear and concise reports, correspondence, and other written materials.
- Establish and maintain cooperative working relationships with the Board, and a variety of citizens, public and private organizations, and other public agencies.
- Exercise sound, independent judgment within general policy guidelines.
- Understand and integrate a variety of transportation-related programs.
- Analyze difficult problems, develop a positive course of action, and follow through on its implementation.

- Communicate effectively in writing, orally, and with others to assimilate, understand, and convey information, in a manner consistent with job functions.
- Make effective public presentations.
- Represent the agency effectively in contacts with elected and other officials, representatives of other agencies, and the public, occasionally in situations where relations may be difficult or strained.
- Organize own work, set priorities, meet critical deadlines, and follow-up on assignments with minimal direction and supervision.
- Work in a safe manner modeling correct safety practices and procedures.
- Maintain confidentiality regarding sensitive information.
- Use a personal computer and associated applications, such as transportation models, geographic information systems, and related planning applications.

Licenses and Certifications

All licenses and certificates must be maintained as a condition of the Agreement.

- A valid appropriate California driver's license may be required.
- Maintain a satisfactory driving record.

Special Requirements

Essential duties require the following physical skills, abilities, and work environment:

Physical Skills: Able to use standard office equipment, including a computer and other electronic equipment; arm, hand, finger, wrist, leg, or foot motion repetitively; firmly or lightly grasp items as needed; sit, stand, walk, kneel, and maintain sustained posture in a seated or standing position for prolonged periods of time; vision to read printed materials, a computer screen, and to work in a typical office environment; hearing and speech to communicate in person, over the telephone, and to make public presentations; lift and carry 30 pound boxes, files, and materials.

Ability to: Travel to different sites and locations; drive safely to different sites and locations; work protracted and irregular hours and evening meetings or work unusual hours for meeting attendance or participation in specific projects or programs. Ability to work in a full-time capacity (40 Hours/Week).

Work Environment: Mobility to work in a remote office setting.

APPENDIX B, SAMPLE AGREEMENT FOR SERVICES

AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES REDWOOD COAST TRANSIT AUTHORITY

THIS AGREEMENT (“Agreement”) is made and entered into this [#]th day of [Month], 2026, by and between the Redwood Coast Transit Authority (“RCTA”), and [Consultant/entity], an independent contractor (hereinafter referred to as “Consultant”) for Executive Director Services (“Services.”)

1. SCOPE OF SERVICES

Consultant is engaged by this Agreement as the duly authorized Executive Director of RCTA. Consultant agrees to provide the Services to RCTA in accordance with the terms and conditions of this Agreement. The Consultant will also perform such duties and responsibilities imposed by law, and such other legally permissible functions and duties as the RCTA Board of Directors may assign. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing Executive Director Services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

Consultant will perform the duties and functions described in the Scope of Services, attached and incorporated herein as Exhibit A, as supplemented by Consultant's written proposal, attached and incorporated herein as Exhibit B. If any conflict or other discrepancy arises or appears between the body of this Agreement and the exhibits to this Agreement, the body of the Agreement takes precedence over the exhibits, and Exhibit A takes precedence over Exhibits B and C.

2. CONSULTANT’S REPRESENTATIVE

At all times during the term of this Agreement [INSERT NAME OF CONSULTANT'S REP] will serve as the primary staff person of Consultant to undertake, render, and oversee all of the services under this Agreement. Upon written notice by Consultant and approval by RCTA, which will not be unreasonably withheld, Consultant may substitute this person with another person, who will possess similar qualifications and experience for this position.

3. TERM

This Agreement is for a base term of three years, commencing on July 1, 2026, and ending on June 30, 2029, unless terminated earlier pursuant to Section 4. The Agreement may be extended for up to two one-year option terms upon mutual written agreement of the parties.

4. TERMINATION

- A. Termination for Default. If Consultant fails to perform any of the provisions of this Agreement, RCTA may find Consultant to be in default. After delivery of a written notice of default, RCTA may terminate the Agreement for default if Consultant: 1) does not cure

such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in RCTA's discretion, provide a plan to cure such breach which is acceptable to RCTA within 7 calendar days. If Consultant cures the default within the cure period but subsequently defaults again, RCTA may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against Consultant or for appointment of a receiver for Consultant's property, RCTA may terminate this Agreement immediately without a cure period.

Upon receipt of a notice of termination for default, Consultant may not commit itself to any further expenditure of time or resources. RCTA agrees to remit final payment to Consultant in an amount to cover only those sums actually due and owing from RCTA for work performed in full accordance with the terms of the Agreement as of the effective date of termination. RCTA is not in any manner liable for Consultant's actual or projected lost profits had Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of RCTA upon the effective date of the termination for default.

- B. Termination for Convenience. RCTA may terminate this Agreement for convenience at any time by giving sixty days written notice to Consultant. Upon receipt of such notice, Consultant may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If RCTA terminates the Agreement for convenience, RCTA agrees to pay Consultant, in accordance with the Agreement, all sums actually due and owing from RCTA upon the effective date of termination, plus any costs reasonably necessary to effect the termination. Consultant is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of RCTA upon the effective date of the termination for convenience. Consultant and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as RCTA deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

- C. The rights and remedies of RCTA provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. COMPENSATION

If Consultant performs the Services to the satisfaction of RCTA, then RCTA will pay Consultant an all-inclusive compensation not to exceed \$[AMOUNT]. RCTA will compensate Consultant at the rates specified in Exhibit B. Any Services requiring additional compensation must be authorized by RCTA in advance pursuant to Section 8.

Consultant is responsible for all costs and expenses incident to the performance of Services for RCTA, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. RCTA shall not be responsible for any expense incurred by Consultant in performing services for RCTA.

6. MANNER OF PAYMENT

Consultant will submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide, at a minimum: (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) if applicable, the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred, and (vi) the total charges for the Services for the period invoiced.

RCTA will endeavor to pay approved invoices/billing statements within 30 calendar days of receipt. RCTA reserves the right to withhold payment to Consultant if RCTA determines that the quantity or quality of the work performed is unacceptable. RCTA will provide written notice to Consultant within 10 calendar days of RCTA's decision not to pay and the reasons for non-payment. If Consultant disagrees with RCTA's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes RCTA's decision to RCTA within 30 calendar days of RCTA's notice. If Consultant does not provide written notice in accordance with this section, it waives all rights to challenge RCTA's decision. Final payment will be withheld until Consultant performs all required Agreement expiration or termination obligations.

Invoices shall be made in writing and delivered or mailed to RCTA as follows:

Accounts Payable
Redwood Coast Transit Authority
900 Northcrest Drive, #134
Crescent City, CA 95531

7. CHANGES

RCTA may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation or in the time of required performance or both.

In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any RCTA conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that Consultant regards as a change to the contract terms and conditions, Consultant will so advise RCTA immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation or time of required performance. This notice will be given to RCTA prior to the time that

Consultant performs work or services related to the proposed adjustment in compensation or time of performance. The pertinent changes will be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive RCTA approval for extra work prior to performing extra work may, at RCTA's sole discretion, result in non-payment of the invoices reflecting such work.

8. USE OF SUBCONSULTANTS

Consultant must not subcontract any services to be performed by it under this Agreement without the prior written approval of RCTA, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subconsultants must be engaged under written contract with Consultant with provisions allowing Consultant to comply with all requirements of this Agreement. Consultant will be solely responsible for reimbursing any subconsultants and RCTA will have no obligation to them.

9. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee of RCTA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the parties or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes.

At all times during the base and option term(s) of this Agreement, Consultant will be responsible for its own property and income taxes, insurance, and any other costs and expenses in connection with the performance of Services under this Agreement. RCTA does not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Consultant must provide all its own general overhead necessary to perform the required services, including but not limited to office equipment, clerical assistance, utilities, telephone charges, local travel, insurance, and office supplies, and is not entitled to reimbursement for these.

10. RECORDS; OWNERSHIP OF WORK

Consultant must file and keep all records pertinent to RCTA activities. These are the property of RCTA and Consultant must transfer all records to RCTA upon termination or expiration of the contract.

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by Consultant will be and are the property of RCTA. RCTA will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of Consultant or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to RCTA. If any materials are lost, damaged, or destroyed before final delivery to RCTA, Consultant will replace them at its own expense and Consultant assumes all risks of loss, damage, or destruction of or to such materials. Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities. Consultant must obtain RCTA's prior written consent before using any completed or uncompleted documents for Consultant's other projects.

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

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

11. CONFIDENTIALITY

Any RCTA materials that Consultant has access to or materials prepared by Consultant during the course of this Agreement (“confidential information”) will be held in confidence by Consultant. Consultant will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of Consultant as necessary to accomplish the rendition of Services. Any reports and other materials will not be subject to any copyright claimed by Consultant.

12. INSURANCE

A. Types of Insurance.

1. Workers' Compensation Insurance. If Consultant employs any person to perform work under this Agreement, Consultant will procure and maintain:
 - a. Workers' Compensation Insurance meeting the requirements of the State of California, and
 - b. Employers' Liability Insurance with a policy limit of at least One Million Dollars (\$1,000,000) per accident or illness.

The policy will contain a waiver of subrogation in favor of RCTA and its directors, officers, employees and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

2. Commercial General Liability Insurance. Consultant will procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence or claim and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance will include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement. Said policy will protect the Consultant and RCTA in the same manner as though a separate policy had been issued to each, but nothing in said policy will operate to increase the insurance company's liability as set forth in its policy beyond the

amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

3. Comprehensive Automobile Liability Insurance. Consultant will procure and maintain Automobile Liability insurance on vehicles used in connection with its business in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence or claim. This insurance will provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
4. Professional Liability Insurance. Consultant will maintain Professional Liability insurance covering Consultant's performance of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence or claim.

B. Other Requirements.

1. Insurers. All insurance policies must be issued by a California admitted carrier. Insurance policies issued by surplus lines carriers are not acceptable absent the express written approval of RCTA and the carrier is listed on the California DOI LASLI list. Policies must be issued by insurers, must have a Best Financial Strength Rating of A- or better, and be in the Best Financial Size Category of VII or larger.
2. Endorsements.
 - a. The company (ies) issuing all such policies will agree to give RCTA thirty (30) days advance written notice of non-renewal or cancellation.
 - b. The Commercial General Liability and Automobile Liability policies (but not the Professional Liability policy) will include RCTA, its directors, officers and employees as additional insureds.
 - c. The Commercial General Liability and Automobile Liability policies will be primary to and not contributing with any insurance maintained by RCTA.
 - d. The inclusion of more than one insured on the Commercial General Liability and Automobile Liability policies will not affect the rights of such insureds as against one another; such policies will protect Consultant and RCTA as though a separate policy had been issued to each, but inclusion of more than one insured will not increase the limits of the insurer's liability.
3. Evidence of Insurance. Before commencing work, Consultant will provide RCTA with a certificate or certificates of insurance evidencing the existence of the required insurance policies. RCTA may request a duplicate original of such policies and endorsements. The Consultant may not violate or permit to be violated

any conditions or provisions of said policies of insurance, and at all times will satisfy the requirements of the insurer for the purpose of maintaining the required insurance in effect.

4. Notice to RCTA. If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant will promptly report the fact in writing to RCTA, giving full details of the claim.
5. Self Insurance, Deductibles, and Retentions. Upon evidence of financial capacity satisfactory to RCTA, and Consultant's agreement to waive subrogation against RCTA respecting any and all claims that may arise, Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from RCTA. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable. In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that RCTA seeks coverage under such policy as an additional insured, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant or subcontractor is not a named defendant in the lawsuit.
6. Subconsultants. Any person, firm, or corporation that the Consultant authorizes to work pursuant to this Agreement, including any subcontractor, is deemed to be the Consultant's agent and is subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work, the Consultant agrees to require its subcontractors to procure and maintain, at the Consultant's (or its subcontractor's) sole cost and expense (and to prove to RCTA's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described above. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subcontractors).

13. WARRANTY OF SERVICES

- A. Consultant warrants that its professional services will be performed in accordance with the professional standards of practices of comparable Executive Director services firms at the time the services are rendered.
- B. In the event that any services provided by Consultant hereunder are deficient because of Consultant's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, RCTA will report such deficiencies in writing to Consultant within a reasonable time. RCTA thereafter will have:

1. The right to have Consultant re-perform such services at Consultant's expense; or
 2. The right to have such services done by others and the costs thereof charged to and collected from Consultant if, within 30 days after written notice to Consultant requiring such re-performance, Consultant fails to give satisfactory evidence to RCTA that it has undertaken said re-performance; or
 3. The right to terminate the Agreement for default.
- C. Consultant will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

14. RESPONSIBILITY; INDEMNIFICATION

Consultant will indemnify, keep and save harmless RCTA and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by Consultant caused by a negligent act or omission or willful misconduct of Consultant or its employees, subcontractors, subconsultants or agents; and
- B. Any allegation that materials or services provided by Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Consultant further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RCTA or any of the other individuals enumerated above in any such action, Consultant will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

15. CLAIMS OR DISPUTES

Consultant will be solely responsible for providing timely written notice to RCTA of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is RCTA's intent to investigate and attempt to resolve any Consultant claims before Consultant has performed any disputed work. Therefore, Consultant's failure to provide timely notice will constitute a waiver of Consultant's claims for additional compensation and/or time.

Consultant will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RCTA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RCTA due written notice of a potential claim. The potential claim will set forth the reasons for which Consultant believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RCTA, such notice will be given to RCTA prior to the time that Consultant has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, Consultant will continue to work during the dispute resolution process in a diligent and timely manner as directed by RCTA and will be governed by all applicable provisions of the Agreement. Consultant will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves Consultant claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to Consultant claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

16. REMEDIES

In the event Consultant fails to comply with the requirements of this Agreement in any way, RCTA reserves the right to implement administrative remedies which may include, but are not limited to, termination of the Agreement in whole or in part.

17. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

Consultant consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against RCTA, its directors, officers, employees, and agents, for the disclosure of such information. If Consultant did not include a confidentiality index in its proposal, RCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to RCTA.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, RCTA may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If RCTA determines that information in the confidentiality index is not exempt from disclosure, RCTA will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

Consultant agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If Consultant fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

18. NON-DISCRIMINATION ASSURANCE – TITLE VI OF CIVIL RIGHTS ACT

Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, Consultant agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Consultant shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as RCTA deems appropriate.

19. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Consultant will, in all solicitations or advancements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including

an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information..

20. CONFLICT OF INTEREST

Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a contractor of RCTA is subject to the same conflict of interest prohibitions that govern District employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the term of the Agreement, Consultant and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, Consultant may be required to publicly disclose financial interests under RCTA's Conflict of Interest Code. Upon receipt, Consultant agrees to promptly submit a Statement of Economic Interest on the form provided by RCTA.

No person previously in the position of director, officer, employee or agent of RCTA may act as an agent or attorney for, or otherwise represent, Consultant by making any formal or informal appearance, or any oral or written communication, before RCTA, or any officer or employee of RCTA, for a period of twelve (12) months after leaving office or employment with RCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

21. DRUG-FREE WORKPLACE CERTIFICATION

The Consultant certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 and will take the following actions, if necessary:

- A. Publish a statement to notify the Consultant's employees, if any, of prohibition of the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and tell them what actions may be taken against them for violations;
- B. Establish a Drug-Free Awareness Program to inform employees, if any, of the danger of drug abuse at work, the Consultant's drug-free workplace policy, and available employee assistance programs, and the penalties for violation of the drug-abuse policies; and
- C. Give every employee, if any, a copy of the drug-free policy statement and require they abide by its terms as a condition of employment.

22. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Consultant must comply with the ADA and applicable regulations and guidelines thereof, which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Consultant and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. Consultant and its subcontractors/subconsultants will permit RCTA, the State Comptroller, and their authorized representatives, the California Department of Transportation (Caltrans), FTA, the U.S. DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy Consultant's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by Consultant pursuant to this Agreement. Consultant will also provide such assistance as may be required in the course of such audit. Consultant will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by RCTA's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, Consultant agrees to reimburse RCTA for those costs within sixty (60) days of written notification by RCTA.

24. RCTA WARRANTIES

RCTA makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

25. ADDITIONAL REQUIREMENTS

The following additional requirements apply to and are incorporated into this Agreement:

- A. Federal Requirements. This Agreement is subject to financial assistance from the U.S. Department of Transportation, Federal Transit Administration. Consultant agrees to comply with all of the provisions in Exhibit C, Federal Requirements.

26. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the RCTA.

27. NOTICES

Except for invoices submitted pursuant to Section 6, all notices or other communications relating to the day-to-day activities of the provided services will be exchanged between RCTA's [redacted] or designee, and the CONSULTANT's [redacted].

All notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties, by mailing the same postage prepaid, or by email, addressed as follows:

If to RCTA:

Board of Directors
Redwood Coast Transit Authority
900 Northcrest Drive, #134
Crescent City, CA 95531
Email: [redacted]

If to the CONSULTANT:

[redacted]
Attn: [redacted]
[redacted]
[redacted]
Email: [redacted]

The address to which mailings may be made may be changed from time to time by notice mailed or emailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above..

28. GOVERNING LAW AND CHOICE OF FORUM

This Agreement will be administered and interpreted under California law. Any litigation arising from this Agreement must be brought in Superior Court of Del Norte County.

29. COSTS AND ATTORNEYS FEES

If either party commences any legal action against the other party arising out of this Agreement of the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

30. HEADINGS

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts, all of which taken together shall be deemed one and the same Agreement.

32. WAIVER

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

33. INDEPENDENT LEGAL COUNSEL

Each of the parties acknowledges that he/she/it has been represented by independent legal counsel of his/its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

34. SEVERABILITY

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

35. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties with respect to its subject matter. This Agreement may be amended from time to time by the written approval of both parties; however, neither party is required to approve any proposed amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

**REDWOOD COAST TRANSIT
AUTHORITY:**

CONSULTANT: (See footnote below)*

Signature: _____

Signature: _____

Print: Darrin Short

Print: _____

Title: Chair, Board of Directors

Title: _____

Date: _____

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Catherine J. Groves, Attorney for RCTA

* Note: If Consultant is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation’s bylaws).

If the Consultant is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the RCTA indicating the individual’s authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

EXHIBIT A
Scope of Services

[Reserved for Scope of Services]

EXHIBIT B
Consultant's Proposal

[Reserved for Consultant's proposal]

EXHIBIT C
Federal Requirements

[Reserved for Federal Requirements]

APPENDIX C**FEDERAL TRANSIT ADMINISTRATION AND
CALIFORNIA DEPARTMENT OF TRANSPORTATION CLAUSES**

In its performance of the Agreement, Consultant will comply with all of the applicable Federal Transit Administration (FTA) and California Department of Transportation (Caltrans) clauses identified below, as indicated by a checked box next to the clause title.

DEFINITIONS.

- 1. **FLY AMERICA REQUIREMENTS.**
- 2. **ENERGY CONSERVATION.**
- 3. **RECYCLED PRODUCTS.**
- 4. **CARGO PREFERENCE REQUIREMENTS.**
- 5. **ACCESS TO RECORDS AND REPORTS.**
- 6. **FEDERAL CHANGES.**
- 7. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**
- 8. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**
- 9. **CIVIL RIGHTS REQUIREMENTS.**
- 10. **SAFE OPERATION OF MOTOR VEHICLES.**
- 11. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**
- 12. **TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.**
- 13. **CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS.**
- 14. **NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.**
- 15. **VETERANS PREFERENCE.**
- 16. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.**
- 17. **LOBBYING.**
- 18. **CLEAN WATER AND AIR REQUIREMENTS.**

- 19. BUY AMERICA REQUIREMENTS.
- 20. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.
- 21. ACCESSIBILITY.
- 22. BUS TESTING.
- 23. DAVIS-BACON ACT REQUIREMENTS.
- 24. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.
- 25. SEISMIC SAFETY.
- 26. CHARTER SERVICE OPERATIONS.
- 27. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.
- 28. SCHOOL BUS OPERATIONS.
- 29. SUBSTANCE ABUSE REQUIREMENTS.
- 30. DOMESTIC PREFERENCES FOR PROCUREMENTS.
- 31. BUILD AMERICA, BUY AMERICA ACT.

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

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

CLAUSES

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

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2. **ENERGY CONSERVATION.** The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq.*
 3. **RECYCLED PRODUCTS.** The Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.
 4. **CARGO PREFERENCE REQUIREMENTS.** The Consultant agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Agency (through the Consultant in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.
 5. **ACCESS TO RECORDS AND REPORTS.**
 - A. **Access to Records and Record-keeping.** Consultant must provide all authorized representatives of the Agency, the California Department of Transportation, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Consultant which are related to performance of this Agreement for the purposes of making audits, copies, examinations, excerpts and transcriptions. Consultant also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, or for Caltrans-funded Contracts, three years from the date of final payment under the Contract and all subagreements, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Consultant agrees to maintain the same until the Agency, the California Department of Transportation, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The Consultant shall include a clause to this effect in every Caltrans-funded subagreement entered into relative to the project.
 - B. **Accounting Records.** For Caltrans-funded Contracts, the Consultant shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the project. The Consultant'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.
 6. **FEDERAL CHANGES.** Consultant must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference
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in the applicable Master Agreement between the Agency and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply constitutes a material breach of this Agreement.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

- A. No Federal Government Obligation to Third Parties. The Agency and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Agency, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.
- B. 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 Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be fully responsible to the 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 Consultant. The Consultant's obligation to pay its third-party contractors is an independent obligation from the Agency's obligation to make payments to the Consultant. 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.
- C. Obligations on Behalf of the California Department of Transportation. The Consultant shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- D. Awarding Agency Approval of Subagreements. For Caltrans-funded Contracts, the 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 Consultant agrees that it will not enter into any subagreements unless the same are approved in writing by the Agency. Any proposed amendments or modifications to such subagreements must be approved by the Agency prior to implementation.

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

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

- b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the Consultant, to the extent the Federal Government deems appropriate.
- c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and/or the California Department of Transportation. It is further agreed that the clauses will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

9. CIVIL RIGHTS REQUIREMENTS.

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA and the California Department of Transportation may issue.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Agreement:
 - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, (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 activities undertaken in the performance of the Agreement. The Consultant 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, the Consultant agrees to comply with any implementing requirements FTA and the California Department of Transportation may issue.

For Caltrans-funded Contract, in all solicitations, either by competitive bidding or negotiation by the Consultant for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA and the California Department of Transportation may issue.
- iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA and the California Department of Transportation may issue.
- iv. Information and Reports. For Caltrans-funded Contracts, the Consultant 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 Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant shall certify to the Agency or the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- v. Sanctions for Noncompliance. For Caltrans-funded Contracts, in the event of the Consultant's noncompliance with the nondiscrimination provisions of the Contract, the Agency shall: 1. Withhold payment to the Consultant under the Contract until the /Consultant complies, and/or 2. Cancel, terminate, or suspend the Contract, in whole or in part.

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

For Caltrans-funded Contracts, the Consultant shall include the provisions in Section 9 in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontractor or procurement as the 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the Consultant may request the Agency to enter into such litigation to protect the interest of the Agency, and, in addition, the Consultant may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

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

Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

For Caltrans-funded Contracts, the Consultant 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.

11. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.** The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1G, dated January 17, 2025, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any the Agency requests which would cause the Agency to be in violation of the FTA terms and conditions.
12. **TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.** The Consultant represents that the Consultant, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Agreement. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204-25, subpart (a).
13. **CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS.** By submitting a bid or proposal, the Consultant certifies that it (1) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months. The Consultant must flow this requirement down to subcontractors and vendors at all lower tiers.
14. **NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.**
- A. The Consultant agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but not limited to, a major dispute, breach, default,

litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Agreement, this Agreement and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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

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

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

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

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

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

- a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and
- b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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

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

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. **LOBBYING.** Consultant shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Consultant shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to the Agency. Consultant shall ensure that all of its subcontractors/subconsultants under this Agreement shall certify the same. The Agency is responsible for keeping the certification of the Consultant, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the solicitation documents, including instructions for completion.
18. **CLEAN WATER AND AIR REQUIREMENTS.** The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, and the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.
19. **BUY AMERICA REQUIREMENTS.** The Consultant agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All bidders or proposers must submit the appropriate Buy America certification to the Agency with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
20. **PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.** Consultant agrees to comply with pre-award and post-delivery requirements set forth in 49 U.S.C. § 5323(m) and FTA's implementing regulations at 49 C.F.R. Part 663. Consultant must submit the following certifications with its bid:
 - a. **Pre-Award Buy America Certification:** The Consultant must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Consultant certifies compliance with Buy America, it must submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final

assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

- b. Pre-Award Solicitation Specifications Certification: The Consultant shall submit evidence that is capable of producing rolling stock that meets the Agency's specifications set forth in the solicitation.
 - c. Federal Motor Vehicle Safety Standards (FMVSS): The Consultant must submit evidence of (1) the manufacturer's self-certification sticker information that the vehicle complies with applicable FMVSS in 49 CFR Part 571, as may be amended, or (2) the manufacturer's self-certification statement that the vehicle is not subject to the FMVSS in 49 CFR Part 571, as may be amended.
- 21. ACCESSIBILITY**. The Consultant agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.
- 22. BUS TESTING**. The Consultant [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:
- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to the Agency at a point in the procurement process specified by the Agency which will be prior to the Agency's final acceptance of the first vehicle.
 - b. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.
 - c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Agency prior to the Agency's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
 - d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- 23. DAVIS-BACON ACT REQUIREMENTS**.
- a. Minimum wages
 - i. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Agreement (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under

the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(vi) of Section 5.5 of the Davis-Bacon Act; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of Section 5.5 of the Davis-Bacon Act) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the Consultant and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- iii. If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(b) If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe

benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

c. Payrolls and basic records

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

the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(a) The Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Consultant is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Agency if the agency is a party to the contract, but the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

d. Apprentices and trainees

- i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship

and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- e. Compliance with Copeland Act requirements - The Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Agreement.
- f. Subcontracts - The Consultant or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for the compliance by any subcontractor or lower subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Agreement and for debarment as a Consultant and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

- i. Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility
 - i. By entering into this Agreement, the Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii. No part of this Agreement shall be subcontracted to person or firm ineligible for an award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

- a. Overtime Requirements – Neither the Consultant nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Agreement to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this Section, the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.
- c. Withholding for Unpaid Wages and Liquidated Damages – Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by Consultant under any such contract or any other Federal contract with Consultant or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

- d. Subcontracts – The Consultant shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.
- e. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Consultant during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Consultant employ apprentices or trainees under approved programs, it shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- f. Occupational Safety and Health Act – The Consultant agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction”, 29 CFR Part 1926. Among other things, the Consultant agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

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

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

compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

26. **CHARTER SERVICE OPERATIONS**. The Consultant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
27. **PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**. The Consultant agrees to the comply with applicable transit employee protective requirements as follows:
- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Consultant agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Agreement. The Consultant agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
 - b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Agreement, the Consultant agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Consultant agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter.
 - c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Consultant agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

28. **SCHOOL BUS OPERATIONS.** Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.
29. **SUBSTANCE ABUSE REQUIREMENTS.** Agency adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, the Agency requires that contractors who “stand in the shoes” of the Agency are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Consultant is required to comply fully with all DOT and FTA regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Consultant's policy, testing program and training must comply with these regulations: 49 CFR Part 655, (“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”) and 49 CFR Part 40, (“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”).

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

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

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

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

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

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

30. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** Pursuant to 2 CFR § 200.322, the Consultant should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Consultant must include this requirement in agreements with subcontractors, including all contracts and purchase orders for work or products under this Agreement.
31. **BUILD AMERICA, BUY AMERICA ACT.** For construction materials used in the Project, the Consultant agrees to comply with the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, U.S. DOT, and FTA, unless a waiver applies.

FORM 8, COST PROPOSAL

The cost proposal must include all costs for labor, materials, supplies, equipment, subcontractors, profit, insurance, applicable taxes, overhead, and all other costs necessary for performance of all services called for under this contract. As a point of reference, on average, previous consultants have spent approximately 125 hours per month on RCTA services.

Title/Position	Hourly Rate	Estimated Hours (Monthly)	Monthly Cost	Yearly Cost
Labor Budget				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Subtotal			\$ -	\$ -
Other Direct Costs				
	Estimated Units/Month	Per Unit Cost	Monthly Cost	Yearly Cost
Hotel/Travel Costs			\$ -	\$ -
Misc. Supplies			\$ -	\$ -
Misc. Admin			\$ -	\$ -
Telecommunication			\$ -	\$ -
Profit (X%)			\$ -	\$ -
Subtotal			\$ -	\$ -
TOTAL			\$ -	\$ -