



Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycat.az.gov

AMENDED and RESCHEDULED 03/23/26 Meeting to 03/30/26 via ZOOM

Topic: 03.30.26 YCIPTA Board Meeting

Time: Mar 30, 2026 01:30 PM Arizona

Join Zoom Meeting

<https://us06web.zoom.us/j/88982654899?pwd=LF0aJkealdfzOPeJZjLPq1YDtZFPqT.1>

Meeting ID: 889 8265 4899

Passcode: 309764

One tap mobile

+17193594580,,88982654899#,,,,*309764# US

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Join instructions

<https://us06web.zoom.us/meetings/88982654899/invitations?signature=D6sexv4mB-hNqdMo4w4YJjeLkRRpPQixeW0kZi-Vtdw>

NOTICE AND AGENDA OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS FOR THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Board of Directors of the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") and to the general public that the Board of Directors will hold a meeting on:

MONDAY, March 30, 2026 – 1:30 PM

**Yuma County Department of Development Services – Aldrich Hall
2351 West 26th Street -- Yuma, AZ, 85364**

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe

Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,

Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe

Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

Pursuant to A.R.S. § 38-431.05, notice is hereby given to the members of the Yuma County Intergovernmental Transportation Authority (YCIPTA) and to the general public that YCIPTA as part of its regular meeting will hold a meeting open to the public as noted above.

Unless otherwise noted, meetings held at the above location are open to the public.

The Board of Directors may vote to go into executive session during the noticed meeting concerning any of the agenda items mentioned below. If authorized by the requisite vote of the Directors, the executive session will be held immediately after the vote and will not be open to the public. The executive session, if held, will be at the same meeting location set forth above. The discussion may relate to confidential matters permitted pursuant to A.R.S. §§ 38-431.03(A)(1)-(7). The Chairman or other presiding officer shall instruct the persons present at the executive session regarding the confidentiality requirements of the Open Meeting Laws.

Pursuant to the Americans with Disabilities Act, reasonable accommodation requests may be made by contacting the Transit Director at 928-539-7076, ext 101 (TTY/TDD - Arizona Relay Service 711). Requests should be made as early as possible to allow time to arrange the accommodation.

The agenda for the meeting is as follows:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CALL TO PUBLIC: The public is invited to speak on any item or any area of concern that is within the jurisdiction of the YCIPTA Board of Directors. The Board is prohibited by the Arizona Open Meeting Law from discussing, considering, or acting on items raised during the call to the public, but may direct the staff to place an item on a future agenda. Individuals are limited to a five-minute presentation.

CONSENT CALENDAR: The following items listed under the Consent Calendar will be considered as a group and acted upon by one motion with no separate discussion, unless a board member so requests. In that event, the item will be removed for separate discussion and action.

1. Adopt the February 23, 2026 regular session minutes. Action required. Pg. 4
2. Adopt the February 23, 2026 executive session minutes. Action required.

DISCUSSION & ACTION ITEMS:

1. Discussion and or action regarding the renewal of the Memorandum of Understanding between Yuma County Office of Emergency Management

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe
Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

and Yuma County Intergovernmental Public Transportation Authority (YCIPTA). Action required. Pg. 12

2. Discussion and or action regarding the release of a Request for Proposals (RFP) for legal services. Action required. Pg. 17 & 21
3. Discussion and or action regarding the release of a Request for Proposals (RFP) for Vanpool Services. Action required. Pg. 58 & 61
4. Discussion and or action regarding the update to the YCIPTA ADA Policies. Action required. Pg. 139
5. Discussion and or action regarding the Draft YCIPTA FY2027 Capital and Operating Budget. Action may be required. Pg. 146
6. Discussion and or action regarding the possible increase in Entity Dues. Action may be required. Pg. 150

Upon vote of the Directors, the Chairman recesses the Regular Session and convenes Executive Session.

EXECUTIVE SESSION:

1. Discussion regarding the Extension of the Operating and Maintenance contract for FY2026/2027.
This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3)(4).

Chairman adjourns Executive Session and reconvenes Regular Session.

DISCUSSION & ACTION ITEMS:

7. Discussion and or action regarding the Extension of the Operating and Maintenance contract for FY2026/2027.

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

April 27, 2026

Agenda items:

ADJOURNMENT

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe
Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in a Regular Board Meeting session on Monday, February 23, 2026 at Yuma County Department of Development Services, Aldrich Hall; 2351 West 26th Street, Yuma, AZ 85364. The Chair, Louie Galaviz, called the meeting to order at 1:30 p.m.

Members Present:

Louie Galaviz/City of Somerton/Chair
Arturo Durazo/Cocopah Indian Tribe/Vice Chair
Czarina Gallegos/Arizona Western College/Secretary/Treasurer
Brian Golding, Sr./Quechan Indian Tribe
Jay Simonton /City of Yuma
Richard Marsh/Town of Welton – via telephone

Members Absent:

Lizeth Servin/City of San Luis
Ian McGaughey/Yuma County

Others Present:

Shelly Kreger/YCIPTA/Transit Director
Carol Perez/YCIPTA/Assistant Director of Transit Services
David Garcia/YCIPTA/Transit Operations Manager
Adriana Ortiz/YCIPTA/Accounting Clerk I
Kirt Manuel/YCIPTA/Brand Ambassador
Anabel Teran/RATP Dev/General Manager

CALL TO ORDER PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Mr. Brian Golding, Sr.

CALL TO PUBLIC:

No public comments were made.

No action required; no action taken.

CONSENT CALENDAR:

No. 1: Adopt the January 26, 2026 regular session minutes. Action required.

Motion (Golding, Sr./Gallegos): To approve the item as presented.

Voice Vote: Motion carries, 6-0 with Ms. Servin and Mr. McGaughey being excused.

DISCUSSION & ACTION ITEMS:

No. 1: Presentation of a Certificate of Appreciation. Presented by Chairman Galaviz.

Mr. Galaviz presented the certificate to Mr. Golding, Sr. and read the inscription.

Mr. Golding, Sr. stated that it had been a pleasure to serve on the Board.

Mr. Galaviz stated that Mr. Golding, Sr. had done a good job at keeping the Board informed and engaged.

No action required; no action taken.

No. 2: Discussion and or action regarding appointments to the New YCIPTA Facility Planning Subcommittee. Action required.

Mr. Galaviz asked the Board if any member wanted to volunteer to serve on the YCIPTA Facility Planning Subcommittee.

Mr. Simonton and Ms. Gallegos volunteered to serve on the subcommittee.

Motion (Galaviz/Durazo): To appoint Mr. Simonton and Ms. Gallegos to the YCIPTA Facility Planning Subcommittee.

Voice Vote: Motion carries, 6-0 with Ms. Servin and Mr. McGaughey being excused.

No. 3: Discussion and or action regarding the review and update of the YCIPTA Personnel Subcommittee. Action required.

Ms. Kreger provided background information on this item as contained in the member packet.

Ms. Kreger stated that in the bylaws there was language that the Chair should be part of the Personnel subcommittee.

Mr. Galaviz stated that he would join the subcommittee and asked that Mr. McGaughey, Mr. Golding, Sr., and Mr. Simonton remain on the subcommittee.

Motion (Galaviz/Gallegos): To appoint Mr. Galaviz to the subcommittee and for Mr. McGaughey, Mr. Golding, Sr., and Mr. Simonton to renew their appointment on the YCIPTA Personnel Subcommittee.

Voice Vote: Motion carries, 6-0 with Ms. Servin and Mr. McGaughey being excused.

No. 4: Discussion and or action regarding the review or update of the YCIPTA By-Laws Subcommittee. Action required.

Ms. Gallegos confirmed she would like to renew her appointment to the subcommittee.

Mr. Galaviz stated that Ms. Servin's appointment would be renewed as well.

Motion (Golding, Sr./Simonton): To renew the appointment of Ms. Gallegos and Ms. Servin to the YCIPTA By-Laws Subcommittee.

Voice Vote: Motion carries, 6-0 with Ms. Servin and Mr. McGaughey being excused.

No. 5: Discussion and or action regarding the review or update of the YCIPTA Financial Sustainability Subcommittee. Action required.

Ms. Kreger stated that Ms. Gallegos and Mr. McGaughey were appointed to the subcommittee last year.

Ms. Gallegos stated that she would continue to serve on subcommittee.

Motion (Simonton/Durazo): To renew the appointment of Ms. Gallegos and Mr. McGaughey to the YCIPTA Financial Sustainability Subcommittee.

Voice Vote: Motion carries, 6-0 with Ms. Servin and Mr. McGaughey being excused.

No. 6: Discussion and or action regarding the review or update of the YCIPTA Transit Operations and Planning Subcommittee. Action required.

Ms. Kreger stated that currently the subcommittee consisted of Ms. Servin, Mr. Galaviz and Mr. Golding, Sr.

Motion (Gallegos/Durazo): To renewal of all appointed members.

Voice Vote: Motion carries, 6-0 with Ms. Servin and Mr. McGaughey being excused.

No. 7: Discussion and or action regarding the Long Term/Temporary Service Modifications Related to Hotel Del Sol Construction. Carol Perez, Transit Services Specialist. No action required.

Ms. Perez presented the item as contained in the member packet.

Ms. Perez stated that due to construction at Hotel Del Sol, the current Downtown Yuma Transit Center (DYTC), it will temporarily relocate one block north to the intersection of 2nd Street and Gila Street.

Ms. Perez stated that the long-term detours will impact Yellow 95 - both directions, Orange 2 - both directions, Green 4, Blue 5 and Turquoise 10. Minor delays are anticipated as a result of these detours.

Ms. Perez also stated to improve service reliability without reducing service, Green Route 4A will be discontinued and replaced with Green Route 4B. Green Route 4B will operate clockwise, consistent with Green Route 4, while continuing service of Arizona Avenue and 24th Street. Green Route 4B will run 30 minutes behind Green Route 4; providing 30-minute headways.

Ms. Perez noted that Green Route 4 will remain largely unchanged; however, service to Catalina Drive at the "big curve" will be provided on a request-only basis.

Mr. Golding, Sr. stated that these service changes should have been presented to the YCIPTA Transit Operations and Planning Subcommittee.

Mr. Simonton inquired in regards to what caused Green 4A to be unreliable.

Ms. Perez stated that Green 4A had more left turns; more left turns mean having to wait for the light at times two (2) to three (3) cycles of lights. Right turns can be made without waiting for lights if it is clear.

Mr. Galaviz requested an update be provided in three (3) months. Mr. Galaviz further mentioned that the subcommittee should be used. Mr. Galaviz stated the intention was to help support staff; not to micro manage. The subcommittee purpose for informational reasons and provide comments.

Ms. Kreger apologize and stated that there was “time crunch.”

Mr. Golding, Sr. inquired if the signage would be moved to the new location and if there were spaces for temporary shelters. Mr. Golding, Sr. also inquired as to the duration of the construction.

Ms. Kreger stated it would be a few years and that signage would be moved. Ms. Kreger stated that a shelter in San Luis was damaged and inventory had to be reviewed.

Mr. Garcia mentioned that the damaged shelter was located at Main St and Cesar Chavez.

Ms. Gallegos inquired about insurance.

Ms. Kreger stated that hopefully the person that hit shelter has insurance coverage.

Mr. Golding, Sr. inquired if there were any injuries or deaths as a result of hitting the shelter.

Ms. Kreger stated that she was not aware of any.

Ms. Gallegos inquired in regards to the detours for construction in San Luis, Arizona.

Mr. Galaviz directed staff to review the detours with subcommittee before presenting.

PROGRESS REPORTS:

No. 1: Operations Manager Report/Maintenance Update– Anabel Teran, General Manager, RATP Dev. *No action required.*

Ms. Teran provided the report as contained in the member packet. Ms. Teran noted that there were two (2) collisions on same day by the same driver.

Ms. Kreger stated that 151 was to be decommissioned; noting that some components on the frame were damaged and parts are not available.

Mr. Golding, Sr. inquired about the replacement plan.

Ms. Kreger stated that she planned on replacing the bus with a twenty (20) passenger vehicle instead of thirty-five (35) passenger vehicle.

Mr. Golding Sr. inquired as to the financial aspect of the replacement plan.

Ms. Kreger stated that staff was researching prices. Ms. Kreger stated that the smaller vehicles were more readily available and it was just a matter of getting them painted. Ms. Kreger also stated that the match on a vehicle purchase was an 80/20 split.

Mr. Golding Sr. inquired if YCIPTA had the match for the purchase.

Ms. Keger replied that she would find out soon, as she was working on budget.

Discussion ensued in regards to the multiple engines that were replaced for vehicle #300.

No action required; no action taken.

No. 2: Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.*

Ms. Kreger presented the report as contained in the member packet.

Mr. Galaviz inquired if staff had looked at other vendors for the “tap pay” option.

Ms. Kreger stated that staff could look at other but bus is already equipped with the farebox and an additional hardware would make the already crowded space that much more crowded.

Mr. Golding, Sr. inquired as to the status of our current legal.

Ms. Kreger replied that communication was “few and far between.”

No action required; no action taken.

No. 3: Transit Operations Manager Report – David Garcia, Transit Operations Manager. *No action required.*

Mr. Garcia stated that as requested, pre-covid numbers were removed from his report.

Mr. Galaviz inquired if during the meeting with the Arizona Small Urban Connection, if there had been discussion on ridership.

Mr. Garcia replied that most of the discussion was about audits.

Mr. Garcia further mentioned that all assets were updated in the auction list.

No action required; no action taken.

No. 4: Brand Ambassador Report – Kirt Manuel. Brank Ambassador. *No action required.*

Mr. Manuel stated that the biggest news to share was the annual removal of vinyl. Mr. Manuel mentioned that Nova Home Loans would not be renewing.

Mr. Galaviz requested a report indicating how long it would take for a shelter to “pay for itself” with advertising revenue.

Mr. Manuel stated that Ms. Kreger mentioned the cost being around \$30,000.

Mr. Marsh was excused at 1:59 p.m.

No action required; no action taken.

No. 5: Financial Report – Adrian Ortiz, Accounting Clerk I. *No action is required.*

Ms. Ortiz presented the report as contained in the member packet.

Ms. Kreger noted that no reimbursements have been received from Arizona Department of Transportation (ADOT) in over thirty (30) days. Ms. Kreger stated that it had been one thing or another; from change of staff to the system closing for ADOTs budget.

Ms. Gallegos inquired if staff had been unable to record invoices.

Ms. Kreger stated that they had not been recorded but Ms. Ortiz was learning how to.

Mr. Galaviz inquired if there was anything the Board could do to assist.

Ms. Kreger stated that the attempt can be made.

Mr. Simonton noted that no reimbursements had been received since ADOTs new fiscal year started. Mr. Simonton stated that he would attempt to meet with State to address.

Ms. Kreger stated that RATP Dev was owed a large sum of money.

Mr. Golding inquired if YCIPTA was in breach of contract.

Ms. Kreger stated that language in the contract stated that payment depends on availability of funds.

Ms. Kreger stated that out of 14 years; this had been the worst.

Mr. Galaviz requested the ADOT contact.

No action required; no action taken.

Upon vote of the Directors, the Chairman recesses the Regular Session and convenes Executive Session.

EXECUTIVE SESSION:

No. 1: Discussion regarding the Transit Directors annual review.

This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).

Motion (Golding, Sr./Simonton): To recesses the Regular Session and convene Executive Session.

Voice Vote: Motion carries, 5-0 with Ms. Servin, Mr. McGaughey and Mr. Marsh being excused.

The Regular Session was recessed at 2:23 p.m.

Chairman adjourns Executive Session and reconvenes Regular Session at 3:07 p.m.

DISCUSSION & ACTION ITEMS:

No. 1: Discussion and or action regarding the Transit Directors Annual Review. Action may be required.

Motion (Durazo/Simonton): To adopt the recommendation of the YCIPTA Personnel Subcommittee.

Voice Vote: Motion carries, 5-0 with Ms. Servin, Mr. McGaughey and Mr. Marsh being excused.

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

March 23, 2026

Agenda items;

Vanpool RFP
Legal RFP

ADJOURNMENT

There being no further business to come before the Authority in Regular Session, the meeting was adjourned at 3:10 p.m.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

Adopted this _____, 2026, Agenda Item _____.

Carol Perez, Board Secretary



Yuma County Intergovernmental Public Transportation Authority

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March 23, 2026

Discussion and Action Item 1

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the renewal of the Memorandum of Understanding between Yuma County Office of Emergency Management and Yuma County Intergovernmental Public Transportation Authority (YCIPTA)

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors to renew the Memorandum of Understanding between Yuma County Office of Emergency Management and Yuma County Intergovernmental Public Transportation Authority (YCIPTA).

Background and Summary: That Office of Emergency Management responsible for collaborating with Yuma County agencies and others to prepare for and coordinate disaster response and crisis management activities. YCIPTA and OEM desire to work together toward maximum cooperation and mutual assistance in the areas of training for emergency preparedness and disaster response in order to provide YCAT users and the Yuma County community with proper emergency and disaster response. The MOU will be effective for five (5) years, beginning **January 1, 2026** and continuing in full force and effect until **December 31, 2031**. The MOU may be extended upon mutual agreement by YCIPTA and OEM, and shall be evidenced by an amendment to the MOU signed by the parties

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors to renew the Memorandum of Understanding between Yuma County Office of

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

Emergency Management and Yuma County Intergovernmental Public Transportation Authority (YCIPTA).

Legal Counsel Review: Yes

Attachments: MOU

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe
Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

**MEMORANDUM OF UNDERSTANDING BETWEEN YUMA COUNTY
OFFICE OF EMERGENCY MANAGEMENT AND YUMA COUNTY
INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR
THE PROVISION OF EMERGENCY PREPAREDNESS AND DISASTER
RESPONSE**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this _____ day of _____, **2026**, by and between YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY (“YCIPTA”), a political subdivision of the State of Arizona whose business address is 2715 East 14th Street, Yuma, AZ 85365, and the OFFICE OF EMERGENCY MANAGEMENT, for YUMA COUNTY, a political subdivision of the State of Arizona, whose business address is 4343 S. 5 1/2 East, Yuma, AZ 85365 (“OEM”). The term “party” or “parties” as used herein refers to YCIPTA, OEM or both as appropriate. The parties agree to, and the MOU sets forth, the following:

That YCIPTA is the administrator of the public transit service in Yuma County, which is known to the general public as Yuma County Area Transit (“YCAT”) and provides public transit services within and between the Cities of Yuma, San Luis, and Somerton, Arizona, the Fort Yuma and Cocopah Tribal Reservations lands, unincorporated Yuma County areas, and the Town of Wellton, Arizona;

That OEM is, among other things, responsible for collaborating with Yuma County agencies and others to prepare for and coordinate disaster response and crisis management activities;

That YCIPTA and OEM desire to work together toward maximum cooperation and mutual assistance in the areas of training for emergency preparedness and disaster response in order to provide YCAT users and the Yuma County community with proper emergency and disaster response;

That the MOU will be effective for five (5) years, beginning **January 1, 2026** and continuing in full force and effect until **December 31, 2031**. The MOU may be extended upon mutual agreement by YCIPTA and OEM, and shall be evidenced by an amendment to the MOU signed by the parties;

That the parties shall regularly participate in and on the Local Emergency Planning Committees (“LEPCs”) already established by OEM in order to: define and delineate YCIPTA’s role as an aid and resource to first-responders on community disaster incidents; identify and train specific employees within both agencies to act as liaisons between each; familiarize local police, fire and emergency medical services (“EMS”) personnel with YCIPTA facilities and equipment; identify opportunities for training of YCIPTA staff in Incident Command, the National Incident Management System (“NIMS”), and local disaster preparedness issues; and establish regular and after-hours contact information for each party;

That the parties shall foster strong, reliable relationships between YCIPTA and OEM to disseminate, share, and evaluate information. Each party agrees to meet at least annually to discuss the following: lines of communication (Personnel phone tree, phone #s, cell #s, Email addresses); specific information that emergency dispatcher(s) must obtain from transit bus operator/driver(s) to ensure that 9-1-1 receives good information if and when something occurs requiring their help; specific information that transit bus operator/driver(s) must obtain from emergency dispatcher(s) to ensure that transit dispatch receives good information if and when something occurs requiring their help; regular and after-hours contact information for transit incident response point people; YCIPTA issues that OEM needs to understand; OEM issues that YCIPTA needs to understand; special tools and/or equipment first-responders might need to address transit emergencies, particularly items that they would not normally possess; common interoperable frequencies for radio, audio, or video transmissions;

appropriate first responder unit jurisdictions; transfer of Command procedures at any transit disaster; identification of staff who will serve as the interface on a local disaster incident(s) (i.e. who is in charge of ESF-1); and opportunities for basic awareness training on local safety and security issues;

That OEM shall thoroughly train and prepare YCIPTA for proper emergency and disaster response in whatever means and to the extent necessary as determined by the parties not previously covered under the terms of this MOU;

That each party shall indemnify and hold harmless the other party against any and all claims arising from bodily injury, including death, and/or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the other party;

That this MOU contains the entire agreement between OEM and YCIPTA and no term or provision may be changed, waived, discharged or terminated unless the same is in writing executed by both OEM and YCIPTA;

That the parties acknowledge that this MOU is subject to cancellation pursuant to A.R.S. § 38-511;

That either party may terminate this MOU with or without cause by delivering written notice to the other party at the address identified above at least thirty (30) days prior to the termination date;

That in the event suit is brought or an attorney is retained by any party to this MOU to seek interpretation or construction of any term or provision of this MOU, to enforce the terms of this MOU, to collect any money due, or to obtain any money damages or equitable relief for a breach of this MOU, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees, including attorneys' fees for representation in the bankruptcy court, court costs, costs of investigation and other related expenses;

That this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns;

That this MOU may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument;

That this MOU contains the entire agreement between the parties on the subject matter set forth herein. All prior and contemporaneous agreements, representations and understandings, whether written or oral, are superseded by and merged into this MOU. No promises or assurances have been made which are not part of this MOU. Any previous agreements, whether written or oral, entered into between the parties are null and void unless specifically incorporated herein. No supplement, modification or amendment of this MOU shall be binding unless in writing and executed by the parties hereto;

That the parties agree this MOU shall be construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in the Superior Court of Yuma County, Arizona.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on this _____ day of _____, 2026.

**OFFICE OF EMERGENCY
MANAGEMENT, YUMA COUNTY**

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Tony C. Badilla
Emergency Management Director

Shelly Kreger,
Transit Director

OFFICE OF EMERGENCY MANAGEMENT
YUMA COUNTY
4343 S. 5 1/2 East
Yuma, AZ 85365
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YUMA COUNTY INTERGOVERNMENTAL PUBLIC
TRANSPORTATION AUTHORITY
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Yuma, AZ 85365-1900
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March 23, 2026

Discussion and Action Item 2

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the approval to release Legal Services RFP

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors to authorize the Transit Director to release the Legal Services Request for Proposals (RFP).

Background and Summary: The current contract for legal services will end on June 30, 2026. An RFP has been drafted and is ready for solicitation. The RFP outlines a term of three years, followed by two one-year options.

EVALUATION CRITERIA

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of YCIPTA.

All proposals will be rated by a panel of evaluators. The total points given to a proposal by the individual evaluators will be averaged to determine the proposals overall score. All proposals will be evaluated on the following basis:

- A. Experience - 65 points
- B. Compensation – 25 points

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Shelly Kreger, Transit Director

C. Disadvantage Business Enterprise Participation – 10 points

YCIPTA also reserves the right to select a firm or individual directly after review of the proposals, or it may determine it advisable to conduct interviews prior to the awarding of the contract.

YCIPTA also reserves the right to accept the firm or individual's proposed fees or to enter into competitive negotiations with two or more qualified proposers. If negotiations are conducted, all affected firms or individuals will be notified in writing when to submit their best and final offer.

Proposals will be evaluated according to Firm Qualifications, Staff Qualifications, and Budget. The criteria are listed in their relative order of priority for evaluation purposes as defined below:

Firm Qualifications

The qualifications of each responding firm will be evaluated based on their demonstrated ability to perform the services described in the Scope Of Work. Work performed by any subcontractor will also be evaluated.

Staff Qualifications

The qualifications of staff and subcontractors assigned to the YCIPTA account will be evaluated based on their expertise and experience in furnishing the service described in the Scope Of Work.

Proposed Budget

Proposed price, both initial and over the term of the Agreement, is a consideration that will be weighed in relation to other evaluation criteria. Costs making up the price will be evaluated to determine reasonableness and that all costs are allowable.

Financial Impacts: TBD

Budgeted: N/A

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors to authorize the Transit Director to release the Legal Services RFP.

Legal Counsel Review: N/A

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe
Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

Attachments: Legal Services RFP

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
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Shelly Kreger, Transit Director

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Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director



REQUEST FOR PROPOSALS (RFP)
Legal Services

Release Date: Monday, March 23, 2026

Deadline for Submission: Friday, April 10, 2026

Contact Person: Shelly Kreger, Transit Director

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY REQUEST FOR PROPOSALS

LEGAL SERVICES

RELEASE DATE: Monday, March 23, 2026

CLOSING DATE: Proposals must be received by **Friday, April 10, 2026 by 4:00 P.M. Mountain Standard Time (MST)** at the address listed below:

CONTACT PERSON: Shelly Kreger, Transit Director
Yuma County Intergovernmental Public Transportation Authority
Mailing: 2715 East 14th Street, Yuma, AZ 85365
Phone: (928) 539-7076, ext 101, Fax (928) 783-0309

INTRODUCTION

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) formed on December 13, 2010 by the Yuma County Board of Supervisors to administer, plan, operate and maintain public transit services throughout Yuma County, including within the political jurisdictional boundaries of the Cities of Yuma, San Luis, Somerton, Town on Wellton and the unincorporated Yuma County areas.

Yuma County Area Transit (YCAT) is the marketing name for the YCIPTA and the fixed route transit system. YCAT OnCall is the marketing name for the demand responsive transit system. YCAT began in 2002 as a rebranded effort from what was previously known as Valley Transit. Greater Yuma Area Dial-A-Ride began in 1999 and was the county's first public transportation service. The Yuma Metropolitan Planning Organization (YMPO) had been the administrator of public transit service in Yuma County since 1999 utilizing Federal Transit Administration (FTA) funding that has been available to the Yuma Urbanized Area since 1980 when the urbanized area exceeded 50,000 in population. YCIPTA assumed all operations beginning July 1, 2012.

Weekday service consists of nine routes operating between 5:30 am and 8:49 pm, although service span varies by route. Five routes operate on Saturday between 9:15 am 6:30 pm. Most routes operate on hourly headways.

In addition, YCAT Vanpool operated by Commute with Enterprise provides a network of vanpools to employment areas in Yuma County not served by YCAT.

All buses and vans are owned by YCIPTA and were purchased with Federal Transit Administration funding.

ABOUT YUMA COUNTY

Yuma County has a colorful history, which lives on today in a fast-growing, vibrant community. In 1540, just 48 years after Columbus discovered the New World, 18 years after the conquest of Mexico by Cortez, and 67 years before the settlement of Jamestown, Hernando de Alarcon visited the site of what is now the current YCIPTA of Yuma. He was the first European to visit the area and to recognize the best natural crossing of the Colorado River. Much of Yuma County's later development occurred because of this strategic location.

From the 1850's through the 1870's, steamboats on the Colorado River transported passengers and goods to various mines, military outposts in the area, and served the ports of Yuma, Laguna, Castle Dome, Norton's Landing, Ehrenberg, Aubry, Ft. Mohave and Hardyville. During this time stagecoaches also carried the mail and passengers on bone-jarring rides through the area.

For many years, Yuma served as the gateway to the new western territory of California, which brought thousands from around the world in search of gold, or those who had it. In 1870, the Southern Pacific Railroad bridged the river. Yuma became a hub for the railroad and was selected as the county seat in 1864.

Yuma County is one of four original counties designated by the first Territorial Legislature. It maintained its original boundaries until 1983 when voters decided to split Yuma County into La Paz County in the north and a new "Yuma County" in the south.

The Ocean-to-Ocean Bridge (or Old Highway 80 Bridge) was the first vehicle bridge across the Colorado River. Prior to the construction of the bridge, cars were ferried across.

Yuma County is larger than the state of Connecticut. Much of Yuma County's 5,522 square miles is desert land accented by rugged mountains. Several river valley regions, however, contain an abundance of arable land which is irrigated with water from the Colorado River.

These valley areas have some of the most fertile soils in the world, having received silt and mineral deposits from Colorado and Gila River floods until the rivers were tamed by an intricate series of dams and canals.

Farming, cattle raising, tourism, and two military bases, US Marine Corp Air Station (MCAS) and US Army Yuma Proving Ground (YPG) are Yuma County's principal industries.

Some of the major attractions in Yuma County are the historical Territorial Prison, the Yuma Crossing Historic Park. Other great places to visit are the Kofa Mountain Range and Wildlife Refuge, and Martinez and Mittry Lakes.

Hunting is a popular sport, as the county offers a variety of different types of game. Major rivers in Yuma County are the Gila and the Colorado, the two most historic rivers in the Southwest.

The Marine Corps Air Station (MCAS), shares one of the longest runways in the country with the Yuma International Airport. Yuma has some of the cleanest skies and best flying weather in the United States.

Yuma County is bordered by California on the West and Mexico on the South. Living close to the Mexican border offers a great opportunity to experience multi-cultural and international business opportunities.

Arizona Western College (AWC) is located in Yuma County. This is a two-year community college, which offers higher education to full-time and part-time on-campus and off-campus students. AWC shares its campus with a satellite campus of Northern Arizona University (NAU) as well as the University of Arizona (UA), offering a variety of two year, four year and post graduate programs.

Yuma County has a year-round population of 203,881 residents. During the winter, the population increases by about 90,000 due to the sun-seeking Winter Visitors affectionately known as "Snowbirds".

BACKGROUND OF RFP

YCIPTA is releasing a Request For Proposal (RFP) for the purposes of providing legal counsel services to the YCIPTA Board of Directors and YCIPTA for a three-year period with two one-year options, commencing on July 1, 2026, continuing until June 30, 2029, with two one-year options ending June 29, 2030, and June 30, 2031.

Pre-Proposal Conference. No pre-proposal meeting will be held for this solicitation.

Questions & Comments. Any questions, requests for an interpretation or comments regarding the RFP must be submitted by facsimile, mail or email to Shelly Kreger, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, fax: (928) 783-0309, email: skreger@ycipta.az.gov no later than 5:00 p.m., Monday, April 2, 2026. **QUESTIONS OR COMMENTS WILL NOT BE RESPONDED TO OVER THE TELEPHONE.** A response to questions and comments will be posted online at www.ycat.az.gov click on Inside YCIPTA, then click Procurement Opportunities, on Friday, April 3, 2026 after receipt of said questions or request for an interpretation or comments by YCIPTA. PROPOSER shall rely only on written addenda provided by YCIPTA in submitting or revising proposals.

OBJECTIVE OF THIS RFP & SCOPE OF WORK

YCIPTA is seeking a PROPOSER providing legal counsel services to the YCIPTA Board of Directors and YCIPTA in a manner acceptable to YCIPTA and in strict compliance with the Agreement. Specific tasks are listed below:

- A. Act as General Counsel to YCIPTA and the YCIPTA Board of Directors. Legal Counsel will provide advice and interpretation of Arizona Revised Statutes as it applies to YCIPTA. Such information may involve federal laws as well as state and local statutes and ordinances.
- B. Typical Duties (not exhaustive):

- Provide general legal advice.
- Represent YCIPTA in litigation.
- Maintain knowledge of issues facing YCIPTA and be prepared to offer legal opinions.
- Contracts--as needed prepare, review, consult, and approve.
- Board of Directors actions--review and approve legislative documents.
- Purchasing--participate and recommend appropriate purchasing actions, as needed.
- Grants--assist YCIPTA in federal and state grant process when requested.
- Work with other assigned member agencies Attorneys when requested.
- Attend work sessions and meetings with Board and staff when requested.

C. Specific Duties:

- Attend meetings of the YCIPTA Board of Directors upon request.
- Monthly, review and approve agenda items that require legal counsel review to be considered by the YCIPTA Board of Directors at their subsequent meetings.
- Report to and receive assignments from the Transit Director or his/her delegate. Board of Directors may also contact the Legal Counsel with own inquiries and Legal Counsel is authorized to respond to those inquiries as well.

D. Other:

- Provide prompt response to inquiries by YCIPTA. Establish reasonable completion dates for assignments and be accountable for adherence to such dates.
 - Desired response times are as follows:
 - Urgent inquiries – 24 hours
 - Non-urgent inquiries – 72 hours
- Time spent by administrative staff on copying, faxing, mailing etc should not be billed at the attorney rate, but at an appropriate administrative rate only.
- Provide billing broken down by assignment.
- Handle Tort Liability when requested.
- Provide Bond Counsel services when requested.

- Provide Labor Counsel services when requested.

YCIPTA reserves the right on a specific case basis to use alternate counsel.

YCIPTA uses Federal Transit Administration (FTA) funds allocated to the YCIPTA. As such, the entire Agreement shall be subject to applicable rules and regulations of Federal, State and Local laws.

DESIRED QUALIFICATIONS

- A. Substantial knowledge and experience in the interpretation of state laws as they relate to municipal corporations, municipalities, and Arizona Intergovernmental Public Transportation Authorities (starting with A.R.S. 28-9101).
- B. Substantial knowledge and experience in the interpretation of federal laws as they relate to the United States Department of Transportation, Federal Transit Administration.
- C. Knowledge of Roberts Rules of Order as it relates to Parliamentary duties at public meetings.
- D. Substantial experience in working with agencies and public boards with multi-million-dollar annual budgets.
- E. Experience in all aspects of contract law.
- F. Knowledge of funding, purchasing, and grants administration regulations of Arizona State and the Federal Transit Administration.
- G. Member of the Arizona State Bar. The selected firm will be required to declare that it will represent YCIPTA to the exclusion of all other clients having potential conflicts with the interests of YCIPTA.

General Requirements

PROPOSER shall have a minimum of five (5) years recent experience practicing law for a municipality or public agency in an operating environment similar to the Yuma area. Prefer at least two (2) years recent experience practicing law for a public transit system.

Contract Terms

Terms of Agreement to be those deemed acceptable by the YCIPTA Legal Counsel and shall adhere as closely as possible to the Professional Services Agreement attached.

RFP RESPONSE FORMAT

The RFP respondent shall submit two (2) originals and 1 USB of the proposal with all of the information requested. In order to simplify the proposal evaluation process, the proposals shall be submitted on 8 ½ by 11 inch paper and organized in the following format and order:

****Important - Please submit your RFP response with topical discussions corresponding to the numbers (excluding the cover letter, #1) in the outline below.***

Numbered and lettered items will assist the review committee in evaluating your firm's qualifications.

The following items must be included in each proposal to be considered complete and responsive. PROPOSER should respond to these items in the order below. As part of the proposal, a cover letter shall be attached discussing a summary of the proposal, with contact information regarding the proposal and signed by the Chief Executive Officer, Owner or Chair of the proposer.

1. Completed Price Proposal indicating a retainer and hourly rate. Please quote your retainer and hourly rate for years one through three of the agreement and for the option period.
 - A) Retainer – Please quote a monthly retainer fee. This fee will cover the PROPOSERS attendance at the regular monthly Board meeting (upon request), review of the Board agenda and packet, administrative supplies, phone calls, mailing, emailing, review of Agreements, and providing legal advice to the Transit Director and YCIPTA Board of Directors. It is estimated that up to 4 hours of time would be required on a monthly basis for these tasks.
 - B) Hourly Rate – All work performed outside of the scope included in the retainer fee, included those items excepted out but performed by the PROPOSERS, shall be billed at an hourly rate. The charges will be reviewed by the Board and all reasonable charges, once approved, will be paid at the hourly rate quoted in the response submitted by successful PROPOSERS.
2. If the Proposal is made by an individual, it shall be signed with his/her full name and his/her address shall be given; if it is made by a partnership, it shall state the partnership name and be signed by a member of the partnership, who shall also list the name and address of each member; and if it is made by a corporation, it shall be signed by two officers or by one officer with the corporate name attested by the corporate seal.
3. Profile of the firm including the firm's name, business address, and telephone number as well as a brief description of the firm's size (nationally and locally), date of establishment, type of organization, and local organizational structure. Include a discussion of the firm's capabilities and resources.
4. A resume/portfolio describing the firm's history and experience legal counsel services to municipalities and/or governmental agencies.
5. Resume(s) of all key personnel who would be responsible for providing legal counsel services to YCIPTA with a detailed explanation on their ability to meet the requirements of this RFP.

6. Three or more references, including at least one with whom the firm no longer does business with.
7. Any exceptions to the sample Agreement requested by the PROPOSER.
8. Completed Non-Collusion Affidavit for PROPOSER; Certification of Eligibility (Labor Standards); Certification Regarding Debarment; Lobby Restrictions Certification; and DBE/EEO Certification Forms: PROPOSER shall complete and sign the listed Certifications.
9. PROPOSER must provide documentation of insurance as a part of their proposal submission.
10. PROPOSER shall disclose any possible conflict of interest. The proposal should state whether or not the firm represents any labor unions or any public employee bargaining agents. Any potential conflicts of interest which the firm may encounter in rendering service should be identified, including but not limited to:
 - A) Any general representation of any YCIPTA member governmental unit.
 - B) Membership of any partner or associate of the firm on the council or other governing body of any member government.

FINANCIAL PROPOSAL

The financial proposal shall include a fee schedule of the various services that will be furnished. The schedule should cover a three (3) year period with two (2) one (1) year options. A format for the fee schedule is suggested below:

Billing Rate Summary in Fee Per Hour
Contract Period: July 1, 2026 through June 30, 2029, plus option years ending
June 30, 2030 and June 30, 2031
 (hourly rates by fiscal year)

	FY' 26-27	FY' 27-28	FY' 28-29	FY' 29-30	FY' 30-31
Partners					
Associate					
Legal Assistance					
Clerical					

Contract Period: July 1, 2021 through June 30, 2024, plus option years ending
June 30, 2025 and June 30, 2026
General Corporate Services
 (Retainer Rate by fiscal year)

	FY' 26-27	FY' 27-28	FY' 28-29	FY' 29-30	FY' 30-31
Retainer Rate					

Retainer Rate includes: _____

PROPOSERS firms are free to expand or delete the categories in this form or to use a table of their own design so long as the maximum billing rates for various classifications of professional and support services are disclosed.

Please also provide the following information:

- Incremental Billing Rates after Minimum Time _____
- Minimum time billed _____
- Copy cost per sheet _____
- Fax costs per sheet _____
- Travel time costs _____

EVALUATION CRITERIA

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of YCIPTA.

All proposals will be rated by a panel of evaluators. The total points given to a proposal by the individual evaluators will be averaged to determine the proposals overall score. All proposals will be evaluated on the following basis:

- A. Experience - 65 points
- B. Compensation – 25 points
- C. Disadvantage Business Enterprise Participation – 10 points

YCIPTA also reserves the right to select a firm or individual directly after review of the proposals, or it may determine it advisable to conduct interviews prior to the awarding of the contract.

YCIPTA also reserves the right to accept the firm or individual's proposed fees or to enter into competitive negotiations with two or more qualified proposers. If negotiations are conducted, all affected firms or individuals will be notified in writing when to submit their best and final offer.

Proposals will be evaluated according to Firm Qualifications, Staff Qualifications, and Budget. The criteria are listed in their relative order of priority for evaluation purposes as defined below:

Firm Qualifications

The qualifications of each responding firm will be evaluated based on their demonstrated ability to perform the services described in the Scope Of Work. Work performed by any subcontractor will also be evaluated.

Staff Qualifications

The qualifications of staff and subcontractors assigned to the YCIPTA account will be evaluated based on their expertise and experience in furnishing the service described in the Scope Of Work.

Proposed Budget

Proposed price, both initial and over the term of the Agreement, is a consideration that will be weighed in relation to other evaluation criteria. Costs making up the price will be evaluated to determine reasonableness and that all costs are allowable.

SELECTION PROCESS

It is anticipated that proposals will be reviewed by YCIPTA staff, in conjunction with the review committee. Interviews with selected proposers may be held. Notifications of acceptance or rejection by YCIPTA will be made in writing to all proposers.

The review committee shall score each proposal and shall make a recommendation to the YCIPTA Board of Directors based on the criteria set forth above. The YCIPTA Board of Directors shall make the ultimate selection of the PROPOSER. YCIPTA Board of Directors will make the award consistent with Federal guidelines in order to better assure funding, and may take into account both objective and subjective impressions gained from the evidence and arguments presented at the public hearing, and on the product of such individual investigation as Board Members may make prior to the final decision.

1. General: YCIPTA has published this Request for Proposals. It is the intent to award the Agreement to the PROPOSER that most closely meets the specific needs of YCIPTA, not solely on the basis of price.
2. Best Value: Proposals will be evaluated as “Best Value” per the FTA Best Practices Manual, defined as follows: "Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency."
3. Initial Screening: YCIPTA's Review Committee will make an initial evaluation of all proposals. Upon that initial evaluation, the Committee will rank the proposals received in general order of quality, and by how closely the proposals meet YCIPTA's needs. YCIPTA reserves the right to award Agreement to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the above criteria and best satisfies YCIPTA's needs. YCIPTA also reserves the right to reject all proposals. The Review Committee may consider criteria other than those listed below, as necessary, in the selection process.
4. Interviews, Inspections, Best and Final Offer (BAFO): PROPOSERS may be required, and shall be prepared to attend an interview with the Review Committee. The Project Manager must be available to answer questions at the interview. YCIPTA may choose, at its sole option, not to interview all PROPOSERS or conduct any interviews. YCIPTA may reject any or all proposals submitted, or at its sole discretion, award Agreement to the best PROPOSER without any interviews. YCIPTA may ask all PROPOSERS or only those determined to be within the competitive range to submit a Best and Final Offer

(BAFO). If this step is to be included, detailed instructions will be provided at the time of the request.

5. Selection Criteria: An initial screening of proposals for completeness, and to verify that minimum YCIPTA requirements are met will be undertaken, and YCIPTA will reject as non-responsive any proposal which does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed. YCIPTA may request additional information while reviewing proposals.

GENERAL TERMS AND CONDITIONS

RFP does not commit YCIPTA to award an Agreement, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. YCIPTA reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Submission of a proposal means that the PROPOSER hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The proposer must contain within the proposal, a description of those terms and/or conditions to which the proposer does not agree.

1. Award: The firms/entities chosen to provide transit operations and maintenance services may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. Agreements for services will be awarded to firms on this list based upon the availability of staff and cost of services. YCIPTA reserves the right to award a contract/select a service provider without discussion based upon the initial proposals received, without interviews.

YCIPTA reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and or correcting defects, such as omissions or misstatements, which are discovered after the RFP, is issued.

2. Insurance: The PROPOSER is required to furnish evidence of insurance coverage including professional liability, and workers' compensation. The form of the insurance policy is subject to approval by YCIPTA and must be provided by insurers to transact insurance business in Arizona with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States, 2015 Edition.

YCIPTA shall be furnished a copy of the policy **and** an endorsement that the "YCIPTA, its officers, employees, and agents are named as additional insureds" prior to PROPOSER commencing duties under this Agreement. Said policy of liability insurance shall state, "coverage thereunder as applied to YCIPTA, its

officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by YCIPTA.” The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide YCIPTA with thirty (30) calendar days advance written notice of cancellation, non-renewal, or material change in coverage.

4. Business License: A PROPOSER shall be required to obtain and maintain a current business license from the place of operation.
5. Professional Licensing: The PROPOSER, and any subproposers, shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of Arizona, and shall provide evidence of such to YCIPTA with their proposal or prior to commencement of the work in such form as YCIPTA shall require.
6. Assignment/Subcontracting: The selected PROPOSER shall not assign or subcontract services or responsibilities without the prior written consent of YCIPTA. YCIPTA acknowledges that subcontracting can be in YCIPTA’s best interest, but reserves the right of final approval.

ADDITIONAL TERMS AND CONDITIONS

The following conditions apply to this RFP:

1. Solicitation & Withdrawal: YCIPTA reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, YCIPTA makes no representations that any agreement will be awarded to any firm submitting a proposal.
2. Right of Rejection: YCIPTA reserves the right to reject any and all proposals submitted in response to this request and to reject any subproposers specified in any proposal pursuant to this RFP.
3. Pre-Contract Expenses: YCIPTA shall not be liable or responsible for any pre-agreement expenses incurred by any proposed or selected PROPOSER. PROPOSERS shall not include any such expenses as part of the price proposed set forth in its proposal. Pre-agreement expenses are defined as expenses incurred by PROPOSER in:
 - a. Preparing the proposal;
 - b. Submitting proposal to YCIPTA;
 - c. Negotiating with YCIPTA on any matter related to proposal; or
 - d. Any other expenses incurred by PROPOSER or PROPOSER prior to date of award.

4. Verbal Agreements: No prior, current or post-award verbal agreement(s) with any officer, agent or employee of YCIPTA shall affect, modify or supersede any terms or modifications of this request for proposals or any written agreement or option resulting from this process.
5. Addenda: Any changes to the proposal requirements will be made by written addendum. All parts of the Request for Proposals, including any and all Addenda and any other supporting documents that may be included as part of this solicitation, shall be considered part of the Agreement between YCIPTA and selected PROPOSER, and shall be incorporated therein.
6. Irregularities: YCIPTA reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term "minor" as used herein means any PROPOSER or YCIPTA irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP, and which is not in violation of any State of Arizona or Federal Government rules, laws and regulations that may apply to this procurement.

THIRD PARTY AGREEMENT REQUIREMENTS

1. Audits and Inspections of Records: Selected PROPOSER agrees that YCIPTA, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, PROPOSER agrees to maintain all required records for at least three (3) years after YCIPTA makes final payments, and all other matters pending between PROPOSER and YCIPTA are closed.
2. Equal Employment Opportunity: In connection with the execution of Agreement, PROPOSER shall not discriminate against any employee or applicant for employment because of race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Selected PROPOSER shall take affirmative action to ensure that applicants are employed, and that employees are tested during their employment, without regard to their race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. PROPOSER further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
3. Title VI - Civil Rights Act of 1964: During the performance of Agreement, PROPOSER, for itself, its assignees and successors in interest, agrees as follows:

PROPOSER shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time.

4. Fair Employment Practices: In connection with the performance of the work under Agreement, if the work is executed in the State of Arizona, PROPOSER shall certify compliance with the provisions of the State Fair Employment and Housing Act.
5. Interest of YCIPTA Personnel: By submitting a proposal, the PROPOSER represents and warrants that no Board Member, officer or employee of YCIPTA is in any manner interested directly or indirectly in the proposal or in Agreement which may be made under it, or in any expected profits to arise therefrom.
6. Disadvantaged Business Enterprise (DBE) Policy: YCIPTA receives financial assistance from the US Department of Transportation through the Federal Transit Administration (FTA). PROPOSERS are advised that, as required by federal law, the Arizona Department of Transportation (Department) has established a statewide overall DBE Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The PROPOSER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

PROPOSER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. PROPOSER shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts.

Failure by PROPSER to carry out these requirements is a material breach of Agreement, which may result in the termination of Agreement or other such remedy as YCIPTA may deem appropriate.

7. Debarment and Suspension: Each PROPOSER must certify and submit documentation (such as a notarized affidavit) showing that neither the PROPOSER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

8. Drug Free Workplace: PROPOSER must include with its proposal properly completed and executed certification of compliance with applicable state and federal Drug-Free Workplace Acts.
9. Restrictions on Lobbying: Each PROPOSER must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying in the form set forth as an exhibit hereto.
10. Interests of Members of, or Delegates to Congress: No members of, or delegates to, the Congress of the United States shall be admitted to any share or part of Agreement or to any benefit arising therefrom.
11. Laws to Be Observed: PROPOSER shall keep itself fully informed of all existing and future State and Federal laws, all municipal regulations of YCIPTA, and all such orders, decrees, ordinances and laws of bodies, or tribunals, including other municipalities or counties whether in the State of Arizona, or another State, having any jurisdiction or authority over which, in any manner, affect those engaged or employed in the work, or the materials used in the work, or in any way affect the conduct of the work.

Failure by PROPOSER to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or other such remedy as YCIPTA may deem appropriate.

12. Public Records Act: The Proposals received shall become the property of YCIPTA and are subject to public disclosure. Those parts of a Proposal which are defined by the PROPOSER as business or trade secrets and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary" and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the Arizona Revised Statutes or otherwise by law. Proposers who indiscriminately and without justification identify most or their entire Proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation. Until YCIPTA's review committee announces its recommendation, no Proposals will be made available for public inspection.

PROTEST PROCEDURES

Protests Prior to Proposal Opening: Protests regarding any aspect of the attached materials and YCIPTA selection procedures must be submitted in writing (via mail, email or fax only) to Shelly Kreger, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, fax: (928) 783-0309, email: skreger@ycipta.az.gov, by 5:00 p.m., MST, Wednesday, April 8, 2026. The YCIPTA Transit Director will respond to these protests by Thursday, April 9, 2026 with an addendum to this RFP, by email and on

YCIPTA's website. This action completes the pre-opening administrative protest remedy at the YCIPTA level.

Protests After Proposal Opening/Award Announcement of Award: Protests regarding YCIPTA's proposed selection of PROPOSER after proposal opening and award announcement must be submitted in writing (via mail, email or FAX) to Shelly Kreger, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, fax: (928) 783-0309, email: skreger@ycipta.az.gov, by 5:00 p.m., MST, Wednesday, April 22, 2026. The YCIPTA Transit Director will respond to these protests by Thursday, April 23, 2026, by email and/or FAX. This action completes the proposal opening/award announcement administrative protest remedy at the YCIPTA level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the YCIPTA level, an interested party may protest to the Federal Transit Administration (FTA) regarding the award of a Agreement pursuant to an FTA grant. The deadline for submitting protests to FTA prior to proposal opening is 5:00 p.m. MST, Wednesday, April 8, 2026. The deadline for submitting protests to FTA after opening/announcement of award is 5:00 p.m. MST, Friday, May 1, 2026.

FTA review of any protest will be limited to:

- (1) Violations of Federal Law or Regulations: Violations of State or local law shall be under the jurisdiction of State or local authorities.
- (2) Violation of YCIPTA's protest procedures or YCIPTA's failure to review a complaint or protest.

The protest filed with FTA shall:

- (1) Include the name and address of the protester.
- (2) Identify YCIPTA as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with FTA must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations).
- (4) Include a copy of the protest filed with YCIPTA, and a copy of YCIPTA's decision, if any.
- (5) Indicate the ruling or relief desired from FTA.

Such protests should be sent to:

Federal Transit Administration Region IX, 201 Mission Street, Suite 1650
San Francisco, CA 94105

A copy of such protests should also be sent to the YCIPTA Transit Director.

PROPOSAL SUBMISSION

Two (2) original copies and one (1) USB of the proposal must be sealed in an envelope and received, not postmarked, no later than **4:00 P.M. MST, Friday, April 10, 2026**, at the YCIPTA administrative offices.

Mailed proposals should be sent to:

Shelly Kreger, Transit Director
Yuma County Intergovernmental Public Transportation
Authority
Mailing: 2715 East 14th Street, Yuma, AZ 85365

Proposals should be marked: **LEGAL SERVICES**

LATE PROPOSALS WILL NOT BE ACCEPTED.

ESTIMATED TIME FRAME (*Subject to change without notice*)

Monday, March 23, 2026	Release date of RFP
Thursday, April 02, 2026	Questions for RFP due to YCIPTA by 5:00 p.m., MST.
Friday, April 03, 2026	Responses to Questions posted at www.ycat.az.gov , click on Inside YCIPTA for RFP proposers.
Friday, April 10, 2026	RFP responses due no later than 4 P.M., MST.
Monday, April 13, 2026	RFP responses distributed to review committee.
Monday, April 27, 2026	Item goes before YCIPTA Board of Directors requesting approval of the RFP respondent selected.
Tuesday, April 28, 2026	Letters to firm selected and to firms not selected are faxed and mailed out.

Wednesday, July 1, 2026

PROPOSER begins service.

FEDERAL REQUIREMENTS

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by YCIPTA with jurisdiction in all aspects of its performance of this Agreement.

This Agreement is subject to a financial assistance contract between YCIPTA and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives including without limitation those listed directly or by reference in the procedures and directives including without limitation those listed directly or by reference in the FTA Master Agreement between YCIPTA and FTA, as amended, and are incorporated herein by this reference. The PROPOSER shall comply with these FTA requirements and as they may be amended or promulgated from time to time during the term of this Agreement. The PROPOSER shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA directives, which would cause YCIPTA to be in violation of the FTA terms and conditions. PROPOSER'S failure to comply with these FTA requirements and YCIPTA directives shall constitute a material breach of this Agreement.

a) **Fly America.** (Transportation of persons or property by air)

The CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall 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 shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

b) **Charter Bus Requirements.** The CONTRACTOR agrees to comply with 49 USC 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.

- c) **School Bus Requirements.** Pursuant to 69 USC 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.
- d) **Cargo Preference (use of U. S. flag vessel).** The CONTRACTOR 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 the underlying contract 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 YCIPTA (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.) (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.
- e) **Energy Conservation.** The CONTRACTOR 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 Energy Policy and Conservation Act.
- f) **Clean Water.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- g) **Clean Air.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in

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

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

i) **Lobbying.** (1) Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal 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 USC 1352. Each tier 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 USC 1352. Such disclosures are forwarded from tier to tier up to YCIPTA.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

j) **Access to Records and Reports.** (1) Where YCIPTA is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to YCIPTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the

performance of this Agreement, in which case Contractor agrees to maintain same until YCIPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(4) FTA does not require the inclusion of these requirements in subcontracts

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

l) **No Obligation by the Federal Government.** (1) YCIPTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to YCIPTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR 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 who will be subject to its provisions.

m) **Program Fraud and False or Fraudulent Statements or Related.**(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 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 contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a

project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

- n) **Government-Wide Debarment and Suspension.** This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 YCIPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to YCIPTA, 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 49 CFR 29, Subpart C 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.

- o) **Privacy Act.** The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

p) **Civil Rights.** The following requirements apply to the underlying Agreement

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

(2) **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract. (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue. (b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal transit law at 49 USC § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue. (c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment

Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

q) **Transit Employee Protective Agreements.** (1) The CONTRACTOR agrees to 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 CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR 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 YCIPTA's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR 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 USC § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 USC § 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 USC: § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 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 USC § 5333(b) are necessary or appropriate for the state and YCIPTA for which work is performed on the underlying contract, the CONTRACTOR 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 USC § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or

Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 5311 in Nonurbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5311, the CONTRACTOR 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.

(2) The CONTRACTOR 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.

r) **Disadvantaged Business Enterprise (DBE)**

(1) **Policy:** It is YCIPTA's policy and objective to promote and maintain a level playing field for DBE's in YCIPTA and Federal-aid contracts. It is YCIPTA's policy to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

(2) **DBE Obligation:** The CONTRACTOR agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award of and performance of DOT assisted contracts.

s) **State and Local Law Disclaimer.** CONTRACTOR shall keep itself informed of, comply with, and shall cause all of its agents, employees, suppliers and subcontractors of any tier to observe and comply with all applicable State and local laws, regulations, and policies, including, but not limited to, all applicable terms and conditions prescribed for third party contracts by the U. S. Department of Transportation (DOT) and the Federal Transit Administration (FTA). It is the CONTRACTOR's responsibility to know and to comply with all state laws and regulations and local ordinances relating to public works projects which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. If Contractor discovers any discrepancy or inconsistency between the plans, drawings, specifications, or contract for the work and any law, ordinance, regulation,

order or decree; the CONTRACTOR shall immediately provide written notice to YCIPTA.

- t) **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA requests, which would cause YCIPTA to be in violation of the FTA terms and conditions.
- u) **Drug and Alcohol Testing.** The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or YCIPTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before February 15th of each year and to submit the Management Information System (MIS) reports before February 15th to YCIPTA's Transit Director. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- v) **Equal Employment Opportunity/Basic Requirements.** In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. 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. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

w) **Labor Provisions.** (1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(2) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), 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 subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard of work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

(3) **Withholding for Unpaid Wages and Liquidated Damages.** DOT or YCIPTA 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 monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

(4) **Nonconstruction Grants.** The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of

hours worked, deductions made, and actual wages paid. Further, YCIPTA shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit representatives to interview employees during working hours on the job.

(5) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraph (1) through (5) of this paragraph.

- x) **Conflict of Interest**. No employee, officer, or agent of YCIPTA shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, an organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

YCIPTA's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of subagreements.

- y) **Breaches and Dispute Resolution**. All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of YCIPTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the YCIPTA Manager. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of YCIPTA Manager shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Unless otherwise directed by YCIPTA, CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YCIPTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which YCIPTA is located.

Rights and Remedies - The duties and obligations imposed by YCIPTA Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YCIPTA, or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF ARIZONA

COUNTY OF YUMA

_____ declares and says:

- 1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (contractor) or (subcontractor).
- 2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in Yuma County, State of Arizona.
- 3. That his/her proposal is genuine, and is not collusive or a sham proposal.
- 4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against YCIPTA, or any person interested in the proposed contract; and,
- 5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 20____, at _____, Arizona.

Signed: _____

Title: _____

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

The _____ (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

Signed: _____

Title: _____

Date: _____

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant _____ (Name of CONTRACTOR)
certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.

Signature of Authorized Official: _____ Title: _____

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary: _____
_____ Date: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____,
that:

a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients 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, USC. 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.

Executed this _____ day of _____, of 20____

Signature of Authorized Official: _____

Title of Authorized Official: _____

**CERTIFICATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/
EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR: _____

1. CONTRACTOR overall DBE participation rate: _____

2. Names/Locations of DBEs contacted by CONTRACTOR:

3. Names/Locations of DBEs selected by CONTRACTOR:

4. CONTRACTOR work force breakdown by race and gender:

TOTAL EMPLOYEES (as of _____): _____

JOB CATEGORIES

EMPLOYEES

Male

Female

Wht Blk Hsp Asn Nat

Wht Blk Hsp Asn Nat

Officials & Managers:

Professional:

Technical:

Sales:

Office/Clerical:

Craftsmen:

Laborers:

Service:

Note: The above DBE/EEO Affidavit is part of CONTRACTOR Proposal. Signing this Proposal, on the signature portion thereof, shall also constitute signature of this DBE/EEO Affidavit.

By: _____ Title: _____

Date: _____



Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycat.az.gov

March 23, 2026

Discussion and Action Item 3

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the approval to release the Commuter Vanpool Program RFP

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors to authorize the Transit Director to release the Commuter Vanpool Program Request for Proposals (RFP).

Background and Summary: The current contract for the Commuter Vanpool Program will end on June 30, 2026. An RFP has been drafted, reviewed by legal counsel, and is ready for solicitation. The RFP outlines a term of one year, followed by five one-year options.

EVALUATION CRITERIA

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of YCIPTA.

All proposals will be rated by a panel of evaluators. The total points given to a proposal by the individual evaluators will be averaged to determine the proposals overall score. All proposals will be evaluated on the following basis:

- Professional ability to satisfactorily perform the required services (40%)

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe

Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,

Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe

Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

- Past performances and experience with similar work (25%)
- Ability to provide a program in Yuma County with available subsidy (Price) (15%)
- Overall quality of proposal (10%)
- Knowledge of all applicable laws and regulations (10%)

YCIPTA may request additional information while reviewing proposals.

Proposals will be evaluated according to Proposer Qualifications, Staff Qualifications, and Budget. The criteria are listed in their relative order of priority for evaluation purposes as defined below:

Proposer Qualifications

The qualifications of each responding firm will be evaluated based on their demonstrated ability to perform the services described in the Scope of Work. Work performed by any Subcontractor will also be evaluated.

Staff Qualifications

The qualifications of staff and Subcontractors assigned to YCIPTA project will be evaluated based on their expertise and experience in furnishing the service described in the Scope of Work.

Proposed Budget

Proposed price, both initial and over the term of the Agreement, is a consideration that will be weighed in relation to other evaluation criteria. Costs making up the price will be evaluated to determine reasonableness and that all costs are allowable.

Financial Impacts: TBD

Budgeted: N/A

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors to authorize the Transit Director to release the Commuter Vanpool Program RFP.

Legal Counsel Review: Yes

Attachments: Commuter Vanpool Program RFP

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:



governmental Public Transportation Authority Board Of Directors

Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe
 Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,
 Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe
 Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

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Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director



REQUEST FOR PROPOSALS (RFP)
YCAT Vanpool Program

Release Date: Wednesday, April 01, 2026

Deadline for Submission: Friday, May 01, 2026

Contact Person: Shelly Kreger, Transit Director

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY REQUEST FOR PROPOSALS

YCAT VANPOOL PROGRAM

RELEASE DATE: Wednesday, April 01, 2026

CLOSING DATE: Proposals must be received by **Friday, May 01, 2026 by 4:00 P.M. Arizona Time (AT)** at the address listed below:

CONTACT PERSON: Shelly Kreger, Transit Director
Yuma County Intergovernmental Public Transportation Authority
Mailing: 2715 East 14th Street, Yuma, AZ 85365
Phone: (928) 539-7076, ext 101, Fax (928) 783-0309

INTRODUCTION

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) formed on December 13, 2010 by the Yuma County Board of Supervisors to administer, plan, operate and maintain public transit services throughout Yuma County, including within the political jurisdictional boundaries of the Cities of Yuma, San Luis, Somerton, Town of Wellton and the unincorporated Yuma County areas. Service is also provided on the Cocopah and Fort Yuma Indian Reservations as well as eastern Imperial County, including the unincorporated community of Winterhaven and El Centro, California.

Yuma County Area Transit (YCAT) is the marketing name for the YCIPTA and the fixed route transit system. YCAT OnCall is the marketing name for the demand responsive transit system. YCAT began in 2002 as a rebranded effort from what was previously known as Valley Transit. Greater Yuma Area Dial-A-Ride (now YCAT OnCall) began in 1999 and was the county's first public transportation service. The Yuma Metropolitan Planning Organization (YMPO) had been the administrator of public transit service in Yuma County since 1999 utilizing Federal Transit Administration (FTA) funding that has been available to the Yuma Urbanized Area since 1980 when the urbanized area exceeded 50,000 in population.

YCAT operates eleven fixed routes and a demand responsive service throughout the southwestern quadrant of Yuma County. YCAT operates Monday-Friday from 5:50 am to approximately 7:30 pm with headways every 60 minutes and limited service continuing until 11:30 pm from Arizona Western College. Saturday service is available from 9:10 am to 6:30 pm with headways every 60 minutes. There is no service on Sundays or major holidays at this time. These services are provided under a contractual arrangement with RATP Dev USA.

YCAT operates 28 buses. 19 buses are powered by diesel and used on YCAT fixed routes. 9 buses are powered by gasoline, 4 of which are used on YCAT OnCall. All buses and vans are owned by YCIPTA and were purchased with Federal Transit Administration (FTA) funding.

ABOUT YUMA COUNTY

Yuma County has a colorful history, which lives on today in a fast-growing, vibrant community. In 1540, just 48 years after Columbus discovered the New World, 18 years after the conquest of Mexico by Cortez, and 67 years before the settlement of Jamestown, Hernando de Alarcon

visited the site of what is now the current YCIPTA of Yuma. He was the first European to visit the area and to recognize the best natural crossing of the Colorado River. Much of Yuma County's later development occurred because of this strategic location.

From the 1850's through the 1870's, steamboats on the Colorado River transported passengers and goods to various mines, military outposts in the area, and served the ports of Yuma, Laguna, Castle Dome, Norton's Landing, Ehrenberg, Aubry, Ft. Mohave and Hardyville. During this time stagecoaches also carried the mail and passengers on bone-jarring rides through the area.

For many years, Yuma served as the gateway to the new western territory of California, which brought thousands from around the world in search of gold, or those who had it. In 1870, the Southern Pacific Railroad bridged the river. Yuma became a hub for the railroad and was selected as the county seat in 1864.

Yuma County is one of four original counties designated by the first Territorial Legislature. It maintained its original boundaries until 1983 when voters decided to split Yuma County into La Paz County in the north and a new "Yuma County" in the south.

The Ocean-to-Ocean Bridge (or Old Highway 80 Bridge) was the first vehicle bridge across the Colorado River. Prior to the construction of the bridge, cars were ferried across.

Yuma County is larger than the state of Connecticut. Much of Yuma County's 5,522 square miles is desert land accented by rugged mountains. Several river valley regions, however, contain an abundance of arable land which is irrigated with water from the Colorado River.

These valley areas have some of the most fertile soils in the world, having received silt and mineral deposits from Colorado and Gila River floods until the rivers were tamed by an intricate series of dams and canals.

Farming, cattle raising, tourism, and two military bases, US Marine Corp Air Station (MCAS) and US Army Yuma Proving Ground (YPG) are Yuma County's principal industries.

Some of the major attractions in Yuma County are the historical Territorial Prison, the Yuma Crossing Historic Park. Other great places to visit are the Kofa Mountain Range and Wildlife Refuge, and Martinez and Mittry Lakes.

Hunting is a popular sport, as the county offers a variety of different types of game. Major rivers in Yuma County are the Gila and the Colorado, the two most historic rivers in the Southwest.

The Marine Corps Air Station (MCAS), shares one of the longest runways in the country with the Yuma International Airport. Yuma has some of the cleanest skies and best flying weather in the United States.

Yuma County is bordered by California on the West and Mexico on the South. Living close to the Mexican border offers a great opportunity to experience multi-cultural and international business opportunities.

Arizona Western College (AWC) is located in Yuma County. This is a two-year community college, which offers higher education to full-time and part-time on-campus and off-campus students. AWC shares its campus with a satellite campus of Northern Arizona University (NAU) and University of Arizona (UA), offering a variety of two year, four year and post graduate programs.

Yuma County has a year-round population of 195,751 residents. During the winter, the population increases by about 90,000 due to the sun-seeking Winter Visitors affectionately known as "Snowbirds".

BACKGROUND OF RFP

YCIPTA is releasing a Request for Proposal (RFP) for a commuter vanpool program in Yuma County. The term of this Agreement is from July 1, 2026 to June 30, 2027 with five one-year options ending June 30, 2028, June 30, 2029, June 30, 2030, June 30, 2031, and June 30, 2032.

Pre-Proposal Conference. No pre-proposal meeting will be held for this solicitation.

Questions & Comments. Any questions, requests for an interpretation or comments regarding the RFP must be submitted by facsimile, mail or email to Shelly Kreger, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, fax: (928) 783-0309, email: skreger@ycipta.az.gov no later than 4:00 p.m., Monday, April 20, 2026. **QUESTIONS OR COMMENTS WILL NOT BE RESPONDED TO OVER THE TELEPHONE.** A response to questions and comments will be posted online at www.ycat.az.gov on Wednesday, April 22, 2026 after receipt of said questions or requests for an interpretation or comments by YCIPTA. PROPOSER shall rely only on written addenda provided by YCIPTA in submitting or revising proposals.

OBJECTIVE OF THIS RFP & SCOPE OF WORK

YCIPTA seeks a contractor to assist in the provision of commuter vanpool services for Yuma County. This program is a demonstration that is grant funded with Federal Transit Administration (FTA) section 5307 funds. YCIPTA will commit to one year operation and if the program is successful, extend the program up to five years.

Proposals should contain a work plan that describes how the Contractor intends to provide administrative services and assist in operations of the third-party Vanpool service as well provision of a Vanpool fleet. The work plan should be specific and detailed enough to demonstrate that the Contractor has a thorough knowledge of Vanpool operations in a Transportation Demand Management (TDM) environment and in organizing and managing fleet operations. In the case of joint proposals or subcontractors, the role of each firm should be clearly identified.

YCAT Vanpool service for YCIPTA began in 2013. Service is available to commuters who live and/or work in Yuma County, Arizona or if the daily Vanpool route traverses any part of Yuma County. Fixed and operating costs for Vanpool vehicles, including gasoline, are shared by the riders. Some employers who encourage vanpool transportation for their employees subsidize a portion of the monthly cost. The successful Contractor will receive a \$300.00 per month, per van subsidy from YCIPTA. The current YCIPTA operating budget allows for a maximum of 35 vehicles.

The third-party Vanpool service is modeled after successful programs that have been established in other urban areas. The Contractor shall function as an independent Contractor, provide vehicles, insurance, handle fleet management, at times, assist in program marketing, coordinate Vanpool driver agreements and collection of passenger fares and relieve YCIPTA, and its clients, of all vehicle and invoicing related responsibilities. Under this program, YCIPTA will provide marketing support and a monthly subsidy and the Contractor shall provide administration, operational, management, maintenance, insurance, billing and other duties/functions as required.

At the very least, the YCIPTA Vanpool Program requires diligence in fleet management such as might be found in a business/corporate fleet setting. The YCIPTA Vanpool Program is available to the general public and participants exhibit a wide range of education and professional levels. The successful Contractor shall be expected to understand the current program and services offered and continue to deliver exceptional and intense personal customer service that users of the program have come to expect from YCIPTA and its Contractor.

Project Goals

YCIPTA's primary goals for Vanpool are:

- Enhance the effectiveness of vanpool initiatives in reducing vehicle miles traveled, traffic congestion, and air pollution in Yuma County.
- Improve operating efficiencies of acquiring and retaining vanpool participants.
- Maximize marketplace awareness and potential for vanpooling initiatives present to area commuters, employers and sponsors.
- Increase the leverage of available federal and local fund to maximize long-term potential for vanpooling in Yuma County.

Project Objectives

YCIPTA's primary objectives for its vanpool program are:

- Increase vanpool's net contribution to the reduction of vehicle miles traveled in Yuma County for each year of operation through growth in the numbers of routes, riders and trips taken. Contractor is asked to list a target growth rate for program annually.
- Improve the efficiency of vanpool operations as determined by the total cost to YCIPTA for each vehicle mile travel reduced in Yuma County
- Increase the levels of awareness and positive perception of vanpool services in Yuma County as measured by response of consumers, employers and stakeholder groups.
- Enhance capabilities for attracting new riders to vanpools to sustain vanpool routes that lose riders and to create growth in ridership. Contractor should include approaches for increasing the quantity of new riders attracted as well as for lowering investments of time and resources required for acquiring and retaining each new rider.
- Expand the availability of vanpool services within Yuma County, including for low-income riders and for commuters with few alternatives for commuting to and from work.

Vanpool Management Services - Contractor shall address each of the requirements identified for program administration, business development, services and support of YCIPTA. Contractor shall identify approaches intended to meet each specific requirement and may include alternative approaches where Contractor have proven successful in other projects. YCIPTA values both experience and creativity in Contractor support. Contractor shall

describe their own experience in applying the approaches proposed for vanpooling and the results achieved, if any.

Program Administration - Contractor shall provide documentation of all proposed program administration efforts to be provided for the successful administration and operation of vanpools. The program administration proposal shall include all project management, supervision and administration roles necessary for Contractor to meet operating requirements of the program. Contractor shall fully describe the methodologies to be used in administering the vanpool program.

Identify the staff resources, contract resources and costs associated with each component. The program administration proposal shall include:

Management - Describe the management structure and approaches proposed for use in managing YCIPTA's contract requirements, program financial matters, project staffing, program processes, program service requirements, sub-contracting needs, and other management functions. The management structure shall provide a single point of contact for all project management responsibilities. This structure shall provide appropriate management and supervision of functions proposed for meeting the individual requirements of this scope of services. The management discussion of the program administration proposal shall include the following additional considerations:

- Comprehensive program for administering vanpool programs;
- Leadership, oversight and supervision of all required functions and duties;
- Safeguards against errors and omissions;
- Backup and contingency performance plans; and
- Coordination of plans and activities with YCIPTA.

Administration - Describe the proposed arrangements for providing project offices, equipment, materials, supplies, and support services associated with vanpool program administration.

Other - Describe any other resources and efforts not included above which are proposed in conjunction with the program administration role for vanpool as alternatives or enhancements to the requirements described.

Experience - Describe Contractor's experience and results or evaluation of new creativity with identified approaches in the program administration proposal.

Business Development - Contractor shall provide documentation of all proposed business development efforts to be provided for the successful maintenance and expansion of participation levels for vanpools. The business development proposal shall include all sales, marketing, public relations and customer service roles necessary for Contractor to meet growth objectives of vanpools. Contractor shall fully describe the proposed methodologies to be used in developing business.

Identify the staff resources, contract resources and costs associated with each component. The business development proposal shall include:

- New Business Development - Describe the business development resources and approaches proposed for conducting new business development at all levels in Yuma County, including geographic coverage, strategic objectives and strategies for sales and marketing. The business development structure shall provide for attracting and retaining riders, adding routes, employer accounts and stakeholder support. Management and supervision of this function shall be provided in the program administration proposal. YCIPTA will furnish vanpool program brochures, website and other printed materials required for marketing the service. Contractor shall distribute YCIPTA vanpool participant notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs, fleet inventories (if fleet is provided by YCIPTA) and projects undertaken by the YCIPTA from time to time. YCIPTA shall be the exclusive public media spokesman in connection with the YCIPTA Vanpool Program service. Under no circumstances shall Contractor or its employees be permitted to distribute any unauthorized printed or written materials pertaining to YCIPTA, without permission from YCIPTA.
- Account Management - Describe the account management resources and approaches proposed for providing account management to current and future relationships with employers, other groups and partners.
- Marketing & Public Relations - Describe the marketing and public relations resources and approaches proposed for providing marketing and public relations support for vanpool, including anticipated sources, costs, service types and other considerations. Include discussion of approaches for coordinating these activities with similar activities of YCIPTA for other public transportation services. YCIPTA maintains internal marketing and communications capabilities, including printing, which may be utilized to support vanpool. YCIPTA's project manager shall coordinate the internal marketing and public relations support with Contractor.
- Promotion and Publicity – Any promotion and publicity that YCIPTA desires concerning the program will be provided by YCIPTA with the Contractor being under no obligation to expend funds for such promotion or publicity. Any promotion or publicity which the Contractor desires concerning the service shall be provided by the Contractor at the Contractor's expense upon written approval from YCIPTA.
- Customer Service - Describe the customer service resources and efforts proposed for providing customer communications, ride matching, and vanpool administration components of the program, including driver and rider registration, routes, changes, incentive processing, reporting and other customer services. The customer services proposal shall also provide for the assistance of interested commuters in accessing vanpool services.
- Vanpool Group Formation - Describe the vanpool formation resources and efforts proposed for initiating new vanpool groups, including communications and new vanpool support.

-
- Vanpool Maintenance - Describe the vanpool maintenance resources and efforts proposed for maintaining existing vanpools, including new rider solicitation and support options. Once annually, within 15 days of the expiration of the Agreement year, Contractor shall reconcile maintenance fees collected from vanpool groups vs. maintenance fees expended.
 - Other - Describe any other resources and efforts not included above which are proposed in conjunction with the business development role for vanpool as alternatives or enhancements to the requirements described.
 - Experience - Describe Contractor's experience and results or evaluation of new creativity with identified approaches in the business development proposal.

Services - Contractor shall provide documentation of all other proposed services to be provided for the successful administration and operation of vanpools. Contractor shall fully describe the methodologies to be used in supporting the vanpool program.

Identify the staff resources, contract resources and costs associated with each component. The other services proposal shall include:

- Equipment - Describe the equipment resources and approaches proposed by Contractor for equipment to be utilized in operation of vanpool, including sources, costs, equipment types, and other considerations. **Contractor is responsible for vehicle provision. The vehicles should have markings of YCAT Vanpool with phone number and website on the three sides of the vehicle.**
- Subcontracted Services and Repairs – All vehicles in need of mechanical maintenance, overhaul, repair, or component replacement shall be the full responsibility of Contractor. Should specialized services not be performed by Contractor's maintenance staff, Contractor shall ensure that responsible repairs are made, and that components are replaced in accordance with Contractor responsibilities and are rebuilt to comply with U.S. DOT and U.S. EPA standards and to meet O.E.M. specifications.
- Contractor shall track their commercial repairs by opening internal repair orders for each vended repair; commercial parts and labor shall be reflected on the repair order. Appropriate documentation of sub-contracted repairs shall be kept in the vehicles' maintenance files. Any outsource services shall be completed within seven days of diagnosis.
- Tire Purchasing and Maintenance - Contractor shall be responsible for tires and all tire maintenance. Contractor shall ensure that all vehicles are equipped with tires that meet both OEM and DOT specifications necessary to ensure the safe and reliable operation of YCIPTA-provided vehicles. If YCIPTA provides vehicles, they shall be transitioned to the successor Contractor with tires that meet minimum DOT safety standards. Vehicles that were purchased new by YCIPTA and provided to current Contractor(s) shall have YCIPTA-owned tires and YCIPTA shall own all tires and components replaced in any vehicle.

-
- Road Calls - Contractor shall provide emergency road service calls including towing service for all vehicles providing service. Contractor shall be responsible for and tow any vehicle requiring this service, regardless of whether or not the cause is an authorized repair or another incident. Any towing service required shall be provided in a timely manner.
 - A road call/towing log shall be accurately maintained. This log shall show all road calls and towing performed by Contractor or commercial personnel. This log shall be used as a guide to assist with fleet defects and other related maintenance issues.
 - Systems - Describe the system resources and approaches proposed by Contractor for systems, applications and software licenses to support program administration, business development and services required for the vanpool program. Describe provisions for YCIPTA's continued use of systems beyond the term of the proposed performance period, access to systems by YCIPTA, ownership by YCIPTA, required support and maintenance arrangements, and technology life cycle expectations where appropriate. Contractor shall describe capabilities for managing and utilizing its accounting system or implementing a replacement fare collection system in operating Vanpools. If Contractor recommends implementing a fare collection system, the proposal shall describe Contractor's capability for deploying the system within a maximum of 60 days and fully describe all staff time and other costs to YCIPTA for said implementation.
 - Other Services - Describe any other resources and efforts not included above which are proposed in conjunction with the services role for Vanpool as alternatives or enhancements to the requirements described.
 - Experience - Describe Contractor's experience and results or evaluation of new creativity with identified approaches in the services proposal.

OPERATING REQUIREMENTS

Management of vanpool is subject to operating requirements prescribed by YCIPTA's management and funding for the project. YCAT Vanpool is supported by federal transportation grant funds, rider fares and local funds. Contractor shall be required to comply with all appropriate federal and state laws and regulations, including but not limited to the Americans with Disabilities Act and similar legislation and regulation.

YCIPTA establishes operating requirements for vanpool in accordance with YCIPTA's own operating requirements and expectations, as well as for unique requirements and expectations associated with regional vanpool and with planning, funding and operating support.

The Contractor shall provide all resources required to perform all operating and maintenance requirements for vanpool management services unless otherwise specified in this scope of services. The resources shall include, but not be limited to management, administrative, operating and support staff, supplies, equipment, applications and services to manage and administer the requirements of this scope of services.

The Contractor shall be responsible for all facets of provision of services as described in this section, including selection and hiring of personnel qualified for the operation and maintenance of equipment and services. There are presently approximately twenty major employers in Yuma County that are interested to start vanpool services, and the potential is high to form more vanpool groups throughout the Agreement period. The Contractor shall be required to provide for:

- Overall provision and management of a vanpool fleet consisting of Contractor owned and in the future, potentially YCIPTA-owned vanpool vehicles. Fleet management responsibilities of the Contractor include, but are not limited to:
 - Conducting a credit check to ensure a responsible entity (driver, rider or employer).
 - Conducting driving record checks through Arizona MVD for all drivers.
 - Orientation and driver education and training for vanpool starts.
 - Delivery of vans to new groups, retrieval of vans from vanpool terminations.
 - Provision of vehicle maintenance, both scheduled and unscheduled, pursuant to the manufacturer's suggested minimum recommendations. If Contractor intends to provide maintenance according to a schedule other than the Manufacturer's, please provide a copy of such a maintenance plan.
 - Provision of insurance for all vanpool vehicles according to the requirements specified herein.
 - Invoicing of monthly costs to individual vanpools and/or employers; and invoicing to YCIPTA for approved subsidy costs.
 - Monthly remittance to YCIPTA of all vanpool fares received by Contractor in excess of agreed-upon deductions/expenses of Contractor.
 - Record keeping of all maintenance, vehicle-related equipment and vehicle repairs.
 - Web-based maintenance using a ridematching online system – adding new vehicles by van number, geo-coding addresses for origin and destination of routes and insuring that all equipment information regarding the van is accurate.
 - National Transit Database (NTD) reporting to the Federal Transit Administration reviewed and approved by YCIPTA.
 - Ensure the YCIPTA branding by way of related paperwork and other administrative functions from a local (Phoenix, Tucson or San Diego) location for the Agreement period.

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- Provision of a driver and back-up driver agreement (a.k.a. lease agreement with a 30 day termination provision). Please provide copy of these agreements with your proposal submittal.
 - Provision of a project manager, representative or coordinator to oversee and implement the YCAT Vanpool program.
 - Provision of office space, computer equipment, internet connection, and supplies. Office space is required to be supplied within a 250 mile radius of the YCIPTA offices.
 - Provision of a space for storage of fleet vehicles (Contractor owned and YCIPTA owned) not in circulation.

Monthly Reporting - Contractor shall provide monthly reports within 15 days from the end of the previous month to include but not limited to: active vehicles, out of service vehicles, vanpool primary contacts, (employer of primary contact), vehicle numbers, license plate numbers, origin and destinations of routes, billing information by vanpool, individual cost breakout for administration, insurance, maintenance, profit, taxes paid and a summary of month's marketing and contact activity. Additional details should include:

- Periodic delivery of vans to groups with major maintenance needs.
- Managing all approved van equipment and accessories such as safety devices, ADA equipment, bike racks, etc.

The Contractor's project manager and administrative staff should possess a background in fleet management and preferably commuter vanpooling, and are expected to coordinate with YCIPTA.

Passenger Fares and Fare Collection - Vanpool Fares are set by Contractor and are calculated separately for each type van based on the monthly commute mileage. Proposals should include a spreadsheet detailing the cost for: insurance, maintenance, and any other associated cost for each type of van at established monthly mileages. YCIPTA may require that fares be the same between multiple contractors to provide a balanced level of costs to the vanpool group.

Contractor is to be entirely responsible for collecting fares from passengers, security of these funds, and reimbursement of expenses to drivers, and disbursements of funds under this Agreement. The Contractor shall be required to establish records and books of account in accordance with generally accepted accounting principles, and make all financial records available for review and audit.

Contractor Management Responsibilities - Contractor shall provide and employ management personnel who are responsible for the overall management, effectiveness and responsiveness of operations, maintenance, administration, and related vanpool Service activities.

Contractor's management is responsible for gathering, compiling and analyzing data and trends monthly (or more frequently if needed) for planning service improvements.

Contractor's management must be able and willing to respond to YCIPTA requests, attend periodic coordination meetings, coordinate the development and measurement of goals and make decisions as required to ensure a safe, effective and efficient system responsive to the needs and desires of YCIPTA.

Contractor's management shall coordinate service with other public and private agencies.

Yuma County is subject to extreme heat during summer months that may require mitigation through additional planning, fleet inspections, maintenance tasks, and parts replacement and repair. Contractor should not underestimate the significance of this issue for the operation.

Project Manager and Office Space - The Contractor shall provide all needed furniture, equipment and facilities necessary to the completion of this Agreement. The Project Manager and staff shall be based within 250 miles of Yuma County and at least one representative should provide support to the YCIPTA Vanpool Program. All Contractor employees are subject to a criminal background check prior to working under any resultant contract hereto.

The Contractor must submit a plan for organizing and managing the third-party vanpool service including the names and resumes of key staff who would be assigned to this program including the designated project staff for this area if awarded the Agreement. The project manager should have demonstrated experience and competence in fleet management, and marketing of rideshare/vanpool related products and services.

Contractor must demonstrate the management capability, experience, financial and other resources to implement this program within the time period that has been outlined. The Contractor may also include any other information thought to be pertinent to the project. Exceptions to the RFP should be set forth in the Contractor's letter of transmittal.

Human Resources - **Organization Disclaimer** - *Any resulting Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no persons supplied by Contractor in the performance of Contractor's obligations under the Agreement are considered to be YCIPTA employees. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold YCIPTA harmless with respect thereto.*

Organizational Structure – Contractor shall be required to submit annually or at YCIPTA's request, an accurate and up to date organizational chart that depicts all personnel utilized in the service of this Agreement. The organizational chart shall indicate titles, filled positions and number of vacancies.

Training and Professional Development - It is the sole responsibility of Contractor to ensure that all employees are fully knowledgeable of areas of responsibility and prepared to carry out their public service duties and responsibilities at all levels of the organization.

Service Continuity - Contractor should recognize that the services under this Agreement are vital to YCIPTA and must be continued without interruption and that upon Agreement expiration, a successor, either YCIPTA or another Contractor, may continue them. Contractor agrees to cooperate in effecting an orderly and efficient transition to a successor.

Contractor should, upon YCIPTA's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this Agreement expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to YCIPTA's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

Contractor should allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

Warranty - Contractor shall be responsible for managing all warranties. Contractor shall work in partnership with YCIPTA to develop a warranty recovery process that documents all warranties applied for and awarded. All warranty money will serve as an off-set to Contractor maintenance expenses.

Safety, Accidents and Incidents - Recognizing that safety is an integral part of vanpool operations, Contractor shall be responsible for developing and implementing a system safety program that is specifically tailored to YCIPTA's Vanpool operation, meets or exceeds vanpool industry standards, and assures the safety of passenger, employees, and assets.

By October 1, 2026, Contractor shall prepare and submit a written System Safety Program Plan (SSPP) that conforms to the basic structure and content of the industry's best practice. The goal of the System Safety Program Plan is to provide a safe environment for the public and employees.

Contractor must specifically address and establish audit and reporting mechanisms for the following areas:

- **Investigating accidents and incidents** - Contractor shall develop a comprehensive program for investigating accidents and incidents and procedures for correcting individual and systemic deficiencies.
- **Emergency preparedness** - Contractor shall develop plans to respond to various emergencies that impact vanpool services and personnel directly as well as emergencies requiring assistance by Contractor for evacuations. Additionally, the Contractor shall inform its employees of emergency procedures to be adhered to in

case of fire, medical emergency, or any other life-threatening catastrophe and conduct regular drills.

- **Compilation and reporting of National Transit Database Safety and Security Data** – Contractor shall be responsible for compiling and reporting data associated with the National Transit Database’s Safety and Security Module (www.ntdprogram.gov/ntdprogram/).

Contractor shall inform YCIPTA immediately of all major incidents and provide a full written preliminary report of each major incident to YCIPTA within 24 hours. Contractor shall provide an interim incident report within 15 days of the incident. A final report shall be submitted at the conclusion of the investigation. Contractor shall provide the monthly report of safety incidents required by NTD no later than the 10th day of the month following the reporting period.

Employees and vanpool drivers are not permitted to use cell phones or communication or entertainment devices while driving a vanpool vehicle.

Liability Claims - All claims submitted to YCIPTA, against YCIPTA, as a result of the operation of this Agreement shall be tendered to Contractor. Contractor shall acknowledge acceptance of the tender to YCIPTA within 14 calendar days of receipt of the claim tender. In addition, Contractor, or its third party claim administrator, shall keep YCIPTA informed of the status of the claim on a regular basis up to and through its resolution. If the claim is litigated, Contractor shall inform YCIPTA who their legal representative is to include contact name and telephone number. This legal representative shall keep YCIPTA’s legal counsel and YCIPTA informed of the status of the litigated case on a regular basis up to and through its resolution. YCIPTA reserves the right to request legal documentation from Contractor in regards to the status of a litigated claim.

Property Damage - In the case of damage to YCIPTA property caused by Contractor, their Subcontractors or anyone acting as agents of Contractor, Contractor shall inform YCIPTA immediately of said property damage, provide any incident investigation reports, police reports, property damage reports and photographs, and work with the YCIPTA to resolve the property damage claim. YCIPTA reserves the right to obtain their own appraiser for the purposes of valuing YCIPTA property.

Accidents/Incidents Notification Requirement and Process - For purposes of reporting accidents to YCIPTA, accidents are defined per the Federal Motor Carrier Safety Administration (FMCSA) Regulation Part 390.5 Definitions. Contractor shall notify YCIPTA immediately of all accidents involving vehicle damage, property damage, passenger injury or fatality, an emergency or other non-routine event. The Contractor shall follow up with specific details from the accident or incident investigation within three (3) hours from the time YCIPTA was originally notified. The Contractor shall prepare all reports as required, including pictures, and compress into a file that does not exceed 10 megabytes, for delivery to YCIPTA. The file shall be labeled in order of: Vanpool number, date and Driver Name. Contractor shall comply with all applicable laws and regulations as required under this Agreement.

Vehicle Specifications and Servicing - At a minimum, Contractor will provide a combination of new or used eight, nine, twelve, fourteen, and fifteen passenger vans. At its sole discretion,

YCIPTA may procure new vehicles through a competitive process separate from this Agreement. The Contractor is responsible and should describe how all vehicles (Contractor owned or YCIPTA owned) will be stored.

The work plan should also present a preventive maintenance and inspection program. Describe specific arrangements for out of service (back-up) vehicles, servicing vehicles, if mobile service is available and what responsibilities the driver will have in attaining service and the back-up vehicle. List any and all National Service Accounts authorized to perform maintenance service for vanpool vehicles. Outline procedure for vanpool vehicles to obtain service at authorized National Account service facilities.

Fleet Vehicles (YCIPTA Owned or Contractor Owned) - All vehicles will meet or exceed any and all specifications, and configurations as specified in any other YCIPTA document circulated for competitive bids. The life-cycle for the vehicles shall be at least four years or 100,000 miles, pursuant to FTA regulations. Contractor shall be required to keep vans in operational service beyond these minimum requirements at the sole discretion of YCIPTA. Any and all YCIPTA owned vehicles retired from service shall be removed in accordance with YCIPTA Purchasing Policy. Contractor will be responsible for pre-disposal records filing, and removal from service.

Contractor shall provide a solution to parking and storage of out of service vehicles in a well secured, fenced and lighted area. Access to the area will be limited to authorized personnel only but will need not be part of office space for project manager and staff.

Fleet vehicles provided by Contractor shall have an option for bicycle racks and ADA accessibility, if requested by the vanpool group.

Maintenance and Operating Costs - The Contractor shall provide information in the work plan on maintenance policies including preventive maintenance, scheduled and unscheduled maintenance as well as the method that maintenance will be provided (i.e., mobile and/or through specified dealers/agents, billing arrangements for maintenance, etc.) List any and all National Service Accounts authorized to perform maintenance service for vanpool vehicles. Outline procedure for vanpool vehicles to obtain service at authorized National Account service facilities. YCIPTA will be responsible for the licensing of YCIPTA owned vehicles in the vanpool fleet only. Contractor would need to license its own vehicles.

Both preventive maintenance (PM) and corrective maintenance (CM) programs are required. PM programs shall be designed in accordance with terms and conditions necessary to comply with the original equipment manufacturers' (OEM) specifications, warranties, and recommendations. YCIPTA must review and approve the proposed maintenance program on an annual basis. The Contractor shall provide its detailed maintenance program document as a component of its proposal.

The fleet maintenance must be appropriate for the type of vehicle, age of vehicle, miles on the vehicle, recommendations by the manufacturer, desert climate and the type of fuel used in operating the vehicle.

The Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles and associated equipment.

Heating and air-conditioning (A/C) systems shall be maintained to ensure that the passenger compartment is comfortably maintained under all climatic conditions at all times. The Contractor shall maintain the A/C systems in a state of operating condition at all times.

Road Calls - The Contractor shall provide emergency road service calls 24 hour/ 7 days a week including towing service for all vehicles providing YCAT Vanpool service. The Contractor shall tow any vehicle requiring this service, regardless of the incident. Any towing service required shall be provided in a timely manner.

A road call/towing log shall be accurately maintained. This log shall show all road calls and towing performed by Contractor or commercial personnel. This log shall be used as a guide to assist with fleet defects and other related maintenance issues.

Warranty: The Contractor shall administer all warranties, both vehicular and for parts, associated with management of vehicles assigned to YCAT Vanpool.

Vehicle Maintenance Software - A Fleet Maintenance Information System (FMIS) is essential for scheduling of maintenance activities, and for controlling labor and material costs. The System needs to be a state of art Fleet Maintenance software.

The FMIS needs to have the ability to evaluate the effects of changes in maintenance procedures and policies, Identify labor and material costs to specific job procedures and maintenance functions. Some of the levels of identification need to be tracked, but not limited are Oil changes, tune-up, tire maintenance, collision, damage inspection program, vehicle history reports, Re-order reports and warranty tracking.

Using the FMIS, Contractor is required to document all maintenance activities not limited to Work Orders, Inventory, vehicle mileages, road calls, vehicle work history or activity pertaining to Contractor assets, labor hours, and preventable maintenance inspections by time, hours or miles, and any other type of inspections required by state or federal regulations.

Preventive/Predictive Maintenance Program - A quality preventative maintenance plan as well as a safe working environment is essential to providing safe, first-class transportation services and reducing the rate of in-service breakdowns. Contractor shall comply with the original equipment manufacturers (OEM) specifications, warranties, and recommendations if different from the outlined procedures. All revenue, non- revenue, and support vehicle maintenance shall be tracked by miles.

Contractor, at its sole cost and expense, shall provide all lubricants, parts, supplies, labor, and major and minor components for repairs, cleaning, maintenance, component rebuilding, road service, and towing.

Subcontracted Services and Repairs - All vehicles in need of mechanical maintenance, overhaul, repair, or component replacement shall be the full responsibility of Contractor. Should specialized services not be performed by Contractor's maintenance staff, Contractor shall ensure that responsible repairs are made, and that components are replaced in

accordance with Contractor responsibilities and are rebuilt to comply with U.S. DOT and U.S. EPA standards and to meet O.E.M. specifications.

Contractor shall track their commercial repairs by opening internal repair orders for each vended repair; commercial parts and labor shall be reflected on the repair order. Appropriate documentation of sub-contracted repairs shall be kept in the vehicles' maintenance files. Any outsource services shall be completed within seven days of diagnosis.

Tire Purchasing and Maintenance – Contractor shall be responsible for tires and all tire maintenance. Contractor shall ensure that all vehicles are equipped with tires that meet both OEM and DOT specifications necessary to ensure the safe and reliable operation of the Contractor provided vehicles. Vehicles that were purchased new and provided by YCIPTA to current Contractors will have YCIPTA-owned tires and YCIPTA shall own all tires and components replaced in any vehicle.

Maintenance Fees/Costs - Contractor shall provide YCIPTA a monthly maintenance log for each vehicle being maintained during that period. The maintenance log shall detail: vanpool number and type; date of service; description of service performed; labor, parts and total costs. Contractor shall sum all maintenance costs incurred on a monthly basis.

Driver Selection and Group Formation - The work plan must describe how vanpool drivers and back-up drivers will be selected, the selection criteria, training procedures, and proposed driver and passenger agreements. The selection requirements should also include verification that all drivers have acceptable driving records, showing no more than three moving violations or one at fault accident in the past three year period, a valid Arizona or California driver's license and state any minimum age requirements for primary and alternate drivers. (Arizona law does not require a chauffeur or commercial driver's license to operate a 15- passenger (or smaller) vanpool.)

Please explain any requirements, stipulations, or challenges with providing vanpools for use by students (elementary or college), job training groups, social service agencies, day care centers, temporary staffing agencies, churches, charter schools, and persons with disabilities.

A manual must also be prepared which describes the driver's responsibilities, operational instructions on vanpooling, maintenance requirements, fuel arrangements, safety training and other useful and necessary information to ensure successful vanpooling. This driver manual must be available to all drivers within thirty (30) days of Agreement execution.

Please provide any other training programs that may be available (video, classroom, on the road) for the vanpool representative, drivers, back-up drivers and passengers.

a) Driver benefits: The Primary Driver will be allowed free personal use of the van calculated by the difference between the monthly commute miles and the contract mileage - up to 300 miles per month. The driver will be expected to pay for gasoline used during personal use. Any unused personal miles in a monthly billing cycle will carry over to the next

month, therefore personal miles accumulate. It is suggested that the Primary Driver gets to ride for free.

(b) Termination by participants: All vanpools shall be required to provide a 30 day written notice of their intent to terminate their agreement to the Contractor and YCIPTA. Under no circumstances shall the Contractor require more than a thirty-day notice to terminate the vanpool agreement.

(c) A twenty-five cent per mile charge is levied monthly for mileage in excess of billed contracted mileage. Operating vanpools will be notified within 10 days for excess mileage charges. Any mileage fees levied by Contractor for mileage in excess of billed contracted mileage shall be summed and included in vehicle maintenance revenue and subject to the Maintenance Fees/Costs paragraph above.

Customer Services – Complaint Resolution - When Contractor’s performance fails to meet the expectations of passengers, YCIPTA will oversee and implement a process for working with passengers to reach a resolution. Every complaint or inquiry is an opportunity to approach the situation pragmatically and with openness to develop a joint resolution. Typically, inquiries and complaints will come through YCIPTA within one (1) business day of the incident being reported. However, complaints may come from a variety of sources including YCIPTA staff or from the public directly. Throughout this process, Contractor shall engage the complainant in a professional, constructive, and collaborative manner in order to reach a resolution. Contractor shall design operating policies and practices around the following requirements intended to ensure passengers receive timely responses to their inquiries:

- Preliminary Contact - Within one (1) business day of receiving the complaint from YCIPTA, Contractor may be required to contact the individual(s) and let him/her know that the Contractor has received and is investigating the complaint and will be working to resolve the specific and fundamental issues involved.
- Final Contact - Communication to the passenger of formal responses, results of investigations, or action taken will be made to complainants in no more than seven (7) business days. YCIPTA will be kept aware of the status of all complaints received through the regular updating of a complaints resolution report.

Contractor shall also conform to the following requirements:

- Contractor’s Manager (and support staff) will coordinate all inquiries or complaints received from individuals. YCIPTA will be kept aware of the status of all complaints received through the completion of a complaint log. At a minimum the log shall contain basic information about the complainant, day/time/route information, the issue, communications, status, and information on action taken/resolution.
- When Contractor is contacted directly by passengers outside the YCIPTA process, Contractor shall be required to receive and respond to passenger/resident complaints in the same manner stipulated above, but must also forward the information to YCIPTA for inclusion in the customer contact database.

At any time, YCIPTA may direct Contractor to give priority to a certain complaint or type of complaint.

Accounting and Auditing - The Contractor will be responsible for establishing and maintaining appropriate accounting and auditing records and controls in accordance with generally accepted accounting principles. Such records shall be available to YCIPTA for inspection and audit for up to five (5) years.

Also, include an audited copy of both your company's Balance Sheet and Statement of Earnings for its last completed Fiscal Year in the proposal.

Project Management and Coordination (YCIPTA's Expectations of Contractor)

The Contractor shall be required to cooperate with YCIPTA's project management and coordination of YCAT Vanpool as a complementary service in YCIPTA's offering to the public. YCIPTA intends for the public to see vanpool representatives as YCIPTA representatives rather than as representatives of a separate, affiliated program.

Authorization - YCIPTA will utilize guidelines, operating provisions, work plan approvals and task request approvals to guide vanpool efforts and activities conducted by or on behalf of YCIPTA. Contractor will identify key topics requiring program guidelines and operating provisions, provide master work plans and budgets for review and approval, and submit task requests for authorization in conjunction with the operation of vanpool. Contractor will include allowances for the effort required to support development and adoption of necessary guidance and authorization. Through this process, Contractor shall be required to obtain YCIPTA authorization for program approaches, types of activities, specific activities, budgets and expenditures that may reflect on the YCIPTA Vanpool program and its funders, or affect the available resources for operation of Vanpool, or affect the success of vanpool in accomplishing YCIPTA's strategic objectives and the stated goals and objectives for vanpool.

Coordination - YCIPTA shall coordinate vanpool activities conducted by Contractor including program administration, business development, marketing, and services through written work plan and task authorizations, as noted above, and through consistent communications and schedule coordination between YCIPTA's project manager and Contractor's project manager. The frequency of project management meetings and reports shall be set by YCIPTA's project manager as necessary to accomplish the expected levels of accomplishment and coordination.

Work Plans and Task Requests - The Contractor shall submit written work plans and task requests for YCIPTA's approval concerning operation of vanpools, including program administration, business development, and services including all of the elements of these functions described in this scope of services, the Contractor's proposal to the extent accepted by YCIPTA, YCIPTA requests and Contractor's recommendations for operation of vanpool. YCIPTA will review and respond to official work plans and task requests submitted by Contractor to reject, approve or partially approve plans or requests within 30 calendar days of receipt from Contractor, or within 14 calendar days of receipt from Contractor if identified as an emergency work plan or request by Contractor or YCIPTA. Work Plans are intended to cover all operations for a designated period. Task Requests are intended to provide

supplemental authorization for individual tasks that may be required in addition to the Work Plan.

Quarterly Review Process - YCIPTA and Contractor will meet no less than once every quarter to review the status of approved work plans and the stated goals and objectives for Vanpool, including results generated and budget performance. Contractor will prepare a report on activities and performance for each quarter of performance to facilitate the review of the quarter ended and projected activity, results and budget for the coming period. Contractor will provide quarterly review reports within 30 calendar days of quarter end. In the event performance deficiencies are identified, corrective actions will be identified for eliminating the deficiencies. If appropriate, new or modified work plans and task requests will be established to implement necessary corrective actions.

Interface with YCIPTA - YCIPTA's project manager will be responsible for interfacing vanpool activities and Contractor staff with other departments, vendors and partners of YCIPTA to ensure a consistent, unified position for YCAT Vanpool within YCIPTA's service portfolio.

Staff Training and Familiarization - Contractor staff will be trained in YCIPTA guidelines, provisions and work plans to ensure proper action on behalf of YCIPTA. Contractor staff will also become familiar with other YCIPTA services, programs, projects, policies and processes appropriate for representing YCIPTA and vanpools with the public.

Reports and Deliverables - The Contractor shall be required to support vanpool with data, reports and analysis as required by YCIPTA and its funding partners, and in accordance with schedules designated by YCIPTA, including, but not limited to:

National Transit Database (NTD) - YCIPTA shall require Contractor to collect, validate, document, summarize and provide NTD data from riders, van providers, YCIPTA and other sources as necessary to meet NTD monthly and annual reporting requirements. These reports may include route, vehicle and ridership data, cost data, service and schedule data, Contractor and sub-Contractor data, financial data, and any other data that may be required for NTD or by YCIPTA to support NTD reporting. Contractor shall utilize processes for gathering and documenting data required for NTD on a continuous basis. Management and supervision of this function shall be provided in the program administration proposal.

Annual NTD Report Data (July 1 – June 30) must be reported to the YCIPTA no later than August 15. Contractor is responsible for remaining up to date on the FTA's NTD reporting requirements. For example, FTA grantees have three options for reporting passenger mile data, two of which involve sampling and one a 100% count. The current version of FTA Circulator 2710.1A describes both the sampling procedures and the 100% count, and a process for ensuring that any samples are randomly selected and meet sample size requirements.

The data required includes but is not limited to:

- 1) Maximum number of vehicles in service
- 2) Maximum number of vehicles available for service

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- 3) Revenue Miles
 - 4) Revenue Hours
 - 5) Total Miles
 - 6) Fuel Consumption by Type
 - 7) Major Mechanical Systems Failures
 - 8) Minor Mechanical Systems Failures

The NTD definitions of these data elements are provided in the definitions section.

Vehicle Data and Reports - YCIPTA shall require Contractor to provide documentation of Vanpool vehicle and fleet administration activities, including, but not limited to distribution of business, vehicle inventory changes, financial matters, vendor payments and vendor performance. Management and supervision of this function shall be provided in the program administration proposal.

Fare Collection Data and Report - Contractor collect all fares, provide documentation of fare collection activities and results, including reconciliation of accounts, revenues and expenses, and supervision of this function shall be provided in the program administration proposal. The Contractor will be required to establish records and books of account in accordance with generally accepted accounting principles, and make all financial records available for review and audit.

Activity Reports - YCIPTA will require Contractor to provide documentation of YCAT Vanpool activities, including administration, business development, services, contracting and other pertinent activities performed by Contractor. Required activity reports may include project and staff schedules, event and call reports, periodic sales reports, service activity, program administration activity reports and other plan, function and task activity records as necessary.

Status Reports - YCIPTA will require Contractor to provide monthly status reports on YCAT Vanpool results, services, projects and plans pertinent to the role of the Contractor. Status reports may include status of activity, objective, budget and performance measures of Vanpool operations as necessary for YCIPTA or funding stakeholders, including, but not limited to air quality reports, grant progress reports, management reports, budget analysis reports and financial projections. Management and supervision of this function will be provided in the program administration proposal. Monthly reports will include (but not be limited to) the following type of information by vanpool:

- Contractor shall provide all information and reports as required by YCIPTA or the Federal Transit Administration (FTA) and shall permit access to books, records, accounts, other sources of information, and facilities as may be requested by YCIPTA. Where any information is required, or is in exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to

YCIPTA or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. All data gatherings and reporting shall conform to YCIPTA and FTA requirements.

Driver name	Employer	Employer phone number
Home address	Email for primary driver	Van number
In-service date of Van	License plate number	Van type
Model year	Daily round trip mileage	Number of riders
Odometer reading	Total van cost	Subsidy amounts
Itemized van costs	Driver switches	Equipped with bike rack Y/N
New van starts	Van terminations	Current inventory
Total fleet status	Fleet size (in & out of service)	Numbers of riders
Fleet rider capacities	Commute mileage	Personal mileage/Excess Mileage Fee
Fuel consumption	Fuel costs	Fare costs
Average fare costs	Vehicle miles reduced	Pollution saved
Fuel savings	Total fleet cost	Vehicle miles traveled

YCIPTA reserves the right to add to, modify, or delete the specific reports required per this section. At YCIPTA's discretion, Contractor may be required to collect additional data, including for example approximate locations for parked vanpool vehicles.

Monthly reports are due on or before the 15th day of the following month. A quarterly and monthly maintenance and maintenance exception report is also required. A fiscal yearend report shall be required that summarizes the fiscal year activity. Please provide a copy of any type of similar report your firm produces similar to the requirements above.

Billing Data and Invoices - YCIPTA shall require Contractor to process invoices by vendors and by Contractor relative to YCAT Vanpool and work performed by Contractor. Billing reports may include reviews of sub-Contractor, and fuel provider invoices, invoices for Contractor's services to YCIPTA, verification of invoice data and program adherence, and assisting in the preparation of grant reimbursement requests under YCIPTA's ongoing agreements.

Contractor invoicing should include total number of vans operated and the requested subsidy from YCIPTA per van, not to exceed \$300 per van, per month.

Ridership Reports - YCIPTA shall require Contractor to collect and report ridership data as required for YCIPTA Board reports, National Transit Database reporting and other reports as may be required from time to time for YCAT Vanpool. Management and supervision of this function shall be provided in the program administration proposal.

Analyses - YCIPTA will require Contractor to provide analysis of data and results associated with Vanpool, projects and processes performed by Contractor to assist in the assessment of performance, service value, market potential, improvement opportunities, project benefits, cost effectiveness, return on investment and forecasts of project expenditures and grant reimbursements.

Ad Hoc Requests - YCIPTA shall require Contractor to provide reports in response to ad hoc requests concerning Contractor's roles and recommendations for operation of Vanpool or other programs or services of YCIPTA.

Accidents/Incidents Notification Requirement and Process – For purposes of reporting accidents to YCIPTA, accidents are defined per the Federal Motor Carrier Safety Administration (FMCSA) Regulation Part 390.5 Definitions. Contractor shall notify YCIPTA immediately of all accidents involving vehicle damage, property damage, passenger injury or fatality, an emergency or other non-routine event. The Contractor shall follow up with specific details from the accident or incident investigation within three (3) hours from the time YCIPTA was originally notified. The Contractor shall prepare all reports as required, including pictures, and compress into a file that does not exceed 10 megabytes, for delivery to YCIPTA. The file will be labeled in order of: Vanpool number, date and Driver Name. Contractor shall comply with all applicable laws and regulations as required under this Agreement.

Annual Report - YCIPTA shall require Contractor to complete a summary report on the effort and results associated with the Contractor's work on behalf of YCIPTA for each year of performance under the Agreement. This report will include summary of plans, efforts to follow those plans, results of the efforts, adjustments that were made along the way, lessons learned from the effort, recommendations to improve future efforts in Vanpool, and a financial summary. The annual report is due within 60 days of YCIPTA's fiscal year end. Management and supervision of this function shall be provided in the program administration proposal.

Final Report - YCIPTA shall require Contractor to complete a final report on the effort and results associated with the Contractor's work on behalf of YCIPTA. This report will include summary of plans, efforts to follow those plans, results of the efforts, adjustments that were made along the way, lessons learned from the effort, recommendations to improve future efforts in YCAT Vanpool, and a financial summary. The final report will be due prior to payment of any invoices covering work performed by Contractor during the final 30 days of the Agreement. Management and supervision of this function shall be provided in the program administration proposal.

Miscellaneous Project Requirements - YCIPTA requires Contractor to include driver safety instruction and training designed to sustain the vanpool safety record and insurability.

YCIPTA requires Contractor to provide training for Employee Transportation Coordinators, Transportation Management Organizations, vanpool coordinators and other project partners to garner support and assistance in sustaining and expanding YCAT Vanpool participation.

YCIPTA requires Contractor to provide account-level reporting on employer and organization participants and prospects.

YCIPTA requires Contractor to provide safety incident reporting and performance measures, including the required safety reporting for NTD, van provider incident reporting and ad hoc requests for monitoring safety of Vanpools.

YCIPTA requires Contractor to respond directly or assist in preparing responses for public comments concerning YCAT Vanpool operations or management provided by Contractor utilizing YCIPTA's customer comment database and processes.

YCIPTA requires Contractor to utilize YCIPTA's name, and names of funders in YCAT Vanpool activities, communications, marketing and materials where appropriate.

YCIPTA requires Contractor to provide audited annual financial statements, including computations of Contractor's burden, fringe and both field and home office overhead rates for establishing the billing rates of Contractor labor resources.

YCIPTA may require Contractor to provide notice of YCIPTA's emergency ride home services for Vanpool participants.

YCIPTA may require Contractor to acknowledge federal and YCIPTA local funding sources in advertising, promotional materials, and similar public documents.

YCIPTA may require Contractor to perform other duties deemed necessary for the effective operation of the YCAT Vanpool program.

Definitions

ACCIDENT - Any contact or collision between the Contractor's vehicle and another vehicle, a fixed object, or a person whether or not there is damage or injury, or any occurrence in or near the vehicle, which results in injury to a customer.

- Preventable accident – The National Safety Council defines a preventable accident is one in which the driver failed to do everything that reasonably could have been done to avoid the crash.
- Non-preventable accident – When a driver commits no errors and reacts reasonably to the errors of others, the National Safety Council considers the accident to be non-preventable.

Note: For purposes of reporting accidents or incidents to YCIPTA, YCIPTA follows the Federal Motor Carrier Safety Administration's definition of accidents (Federal Motor Carrier Safety Regulations, Part 390.5 Definitions):

- Accident: an occurrence which results in (i) A fatality; (ii) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (iii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle.

ADA - The Americans with Disabilities Act (1990), a civil rights law passed by Congress in 1990 which makes it illegal to discriminate against people with disabilities in employment, services provided by state and local governments, public and private transportation, public accommodations and telecommunications.

AUTHORIZED SIGNEE - The person who is executing this Agreement for the Proposer/Contractor and is authorized to bind the Proposer/Contractor.

BUSINESS DAYS – Monday through Friday, excluding YCIPTA holidays.

CALENDAR DAYS – All of the days in a month, including weekends and holidays.

COMPLAINT – An issue brought to the attention of YCIPTA that a customer feels needs to be corrected. One person may generate more than one complaint from one call. Customer comments received with incorrect information or anonymous complaints for which the customer requests no response will be considered invalid and closed without any further contact with the customer.

DAYS- Unless otherwise specified days shall be counted as Calendar Days

NTD – National Transit Database

PASSENGER MILES TRAVELED - Cumulative sum of the distance ridden by each passenger.

PERFORMANCE - The ability of the Contractor to comply with the required Scope of

Work and specifications and to function in a reliable and otherwise satisfactory manner under actual operating conditions. Also, the ability of the Contractor to comply, during the expected contract life, with all- contractual terms and conditions.

PROCURING AGENCY - The procuring agency for this RFP is YCIPTA. Further, YCIPTA shall also be defined as the Procuring Agency if a unified award is made.

PROPOSAL - A written document submitted by a proposer in response to this RFP.

PROPOSER - Any organization or agency participating in this RFP.

REPORTABLE INCIDENT - A safety or security incident occurring on transit property or otherwise affecting revenue service that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the incident
- An injury requiring immediate medical attention away from the scene for one or more persons
- Property damage equal to or exceeding \$25,000

- An evacuation for life safety reasons

REVENUE SERVICE (MILES, HOURS, AND TRIPS) - The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either:

- Directly pay fares
- Are subsidized by public policy, or
- Provide payment through some contractual arrangement. Revenue service excludes:
 - Vehicle maintenance testing
 - School bus service, and
 - Charter service

SAFETY – freedom from harm resulting from unintentional acts or circumstances.

SAFETY INCIDENTS – Incidents involving a transit vehicle or occurring on transit-controlled property and meeting one or more of the conditions described below. Safety incidents include only “major” safety incidents. Major Safety Incidents include one or more of the following conditions:

- A fatality other than a suicide
- Injuries requiring immediate medical attention away from the scene for two or more persons
- Property damage equal to or exceeding \$25,000
- An evacuation due to life safety reasons.

SECURITY – Freedom from harm resulting from intentional acts or circumstances.

VEHICLE MAINTENANCE - All activities associated with revenue and non-revenue (service) vehicle maintenance, including:

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- Administration
 - Inspection and maintenance
 - Servicing (cleaning, fueling, etc.) vehicles

In addition, vehicle maintenance includes repairs due to vandalism and accident repairs of revenue vehicles.

VEHICLE REVENUE MILES (VRM) - The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include all miles driven

VEHICLES AVAILABLE FOR ANNUAL MAXIMUM SERVICE - The number of revenue vehicles available to meet the annual maximum service requirement. Vehicles available for maximum service include:

- Spares
- Out of service vehicles, and
- Vehicles in or awaiting maintenance.

But excludes:

- Vehicles awaiting sale or disposal

YCIPTA - A political subdivision of the State of Arizona responsible for planning, developing and operating a regional public transportation system in Yuma County.

DESIRED QUALIFICATIONS

YCIPTA is seeking a Contractor that is a proven Vanpool program operator to support YCIPTA in the operation of Vanpools for achieving YCIPTA's strategic objectives and Vanpool's stated goals and objectives. The Contractor shall provide the following services and capabilities:

- Program administration of a regional Vanpool service sponsored by a transit agency or other government entity.
- Business development and customer services to attract and retain Vanpool riders, routes, and employer sponsors.
- Support for Vanpool operations with fare collection services.
- Vanpool management services in support of funding, reporting, and financial requirements.

YCIPTA will consider additional services and capabilities of Contractor for potential to add value to the vanpool program.

Agreement Terms

Terms of Agreement to be those deemed acceptable by the YCIPTA Legal Counsel and shall adhere as closely as possible to the Independent Contractor Agreement.

RFP RESPONSE FORMAT

The RFP respondent shall submit two (2) originals and 1 USB of the proposal with all of the information requested. In order to simplify the proposal evaluation process, the proposals shall be submitted on 8 ½ by 11 inch paper and organized in the following format and order:

****Important - Please submit your RFP response with topical discussions corresponding to the numbers (excluding the cover letter, #1) in the outline below. Numbered and lettered items will assist the review committee in evaluating your firm's qualifications.***

The following items must be included in each proposal to be considered complete and responsive. PROPOSER should respond to these items in the order below. As part of the proposal, a cover letter shall be attached discussing a summary of the proposal, with contact information regarding the proposal and signed by the Chief Executive Officer, Owner or Chair of the proposer.

To facilitate the evaluation of each proposal, potential consultants are required to adhere to the following format:

1. Introduction
 - Include the general project approach, project management methodologies, and any applicable experience and qualifications of the firm and its Subcontractors.
2. Scope of Work
 - Address how the potential contractor proposes to accomplish the individual tasks contained in the RFP scope of work.
3. Project Personnel
 - Include names of all project personnel, including Subcontractors, along with their job titles, duties, responsibilities, and resumes.
 - In a separate table, by task, include all project personnel, including Subcontractors, along with job titles and required hours of work.
4. Project Costs
 - Explain the costs to the passenger for renting van....
5. Experience and References
 - Provide descriptions of at least three (3) previous projects similar to the services requested. Provide the budget, sponsoring agency, agency project manager, and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year in which the work was completed.
 - List any present activities and job commitments, including an indication of availability to pursue completion of the work tasks as described in the scope of work.
6. Insurance Documents

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- Current certificates of insurance for general and automobile liability providing evidence of existing insurance coverage.
7. Any exceptions to the sample Agreement requested by the PROPOSER.
 8. Completed Non-Collusion Affidavit for Proposer; Certification of Eligibility (Labor Standards); Certification Regarding Debarment; Lobby Restrictions Certification; and DBE/EEO Certification Forms: Proposer shall complete and sign the listed Certifications.
 9. PROPOSER must provide documentation of insurance as a part of their proposal submission.
 10. PROPOSER shall disclose any possible conflict of interest. The proposal should state whether or not the firm represents any labor unions or any public employee bargaining agents. Any potential conflicts of interest which the firm may encounter in rendering service should be identified, including but not limited to:
 - A) Any general representation of any YCIPTA member governmental unit.
 - B) Membership of any partner or associate of the firm on the council or other governing body of any member government.

EVALUATION CRITERIA

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of YCIPTA.

All proposals will be rated by a panel of evaluators. The total points given to a proposal by the individual evaluators will be averaged to determine the proposals overall score. All proposals will be evaluated on the following basis:

- Professional ability to satisfactorily perform the required services (40%)
- Past performances and experience with similar work (25%)
- Ability to provide program in Yuma County with available subsidy (Price) (15%)
- Overall quality of proposal (10%)
- Knowledge of all applicable laws and regulations (10%)

YCIPTA may request additional information while reviewing proposals.

Proposals will be evaluated according to Proposer Qualifications, Staff Qualifications, and Budget. The criteria are listed in their relative order of priority for evaluation purposes as defined below:

Proposer Qualifications

The qualifications of each responding firm will be evaluated based on their demonstrated ability to perform the services described in the Scope of Work. Work performed by any Subcontractor will also be evaluated.

Staff Qualifications

The qualifications of staff and Subcontractors assigned to YCIPTA project will be evaluated based on their expertise and experience in furnishing the service described in the Scope of Work.

Proposed Budget

Proposed price, both initial and over the term of the Agreement, is a consideration that will be weighed in relation to other evaluation criteria. Costs making up the price will be evaluated to determine reasonableness and that all costs are allowable.

SELECTION PROCESS

It is anticipated that proposals will be reviewed by YCIPTA staff, in conjunction with the review committee. Interviews with selected proposers may be held. Notifications of acceptance or rejection by YCIPTA will be made in writing to all proposers.

The review committee shall score each proposal and shall make a recommendation to the YCIPTA Board of Directors based on the criteria set forth above. The YCIPTA Board of Directors shall make the ultimate selection of the PROPOSER. YCIPTA Board of Directors will make the award consistent with Federal guidelines in order to better assure funding, and may take into account both objective and subjective impressions gained from the evidence and arguments presented at the public hearing, and on the product of such individual investigation as Board Members may make prior to the final decision.

1. General: YCIPTA has published this Request for Proposals. It is the intent to award the Agreement to the PROPOSER that most closely meets the specific needs of YCIPTA, not solely on the basis of price.
2. Best Value: Proposals will be evaluated as "Best Value" per the FTA Best Practices Manual, defined as follows: "Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency."
3. Initial Screening: YCIPTA's Review Committee will make an initial evaluation of all proposals. Upon that initial evaluation, the Committee will rank the proposals received in general order of quality, and by how closely the proposals meet YCIPTA's needs. YCIPTA reserves the right to award Agreement to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the above criteria and best satisfies YCIPTA's needs. YCIPTA also reserves the right to reject all proposals. The Review Committee may consider criteria other than those listed below, as necessary, in the selection process.
4. Interviews, Inspections, Best and Final Offer (BAFO): PROPOSERS may be required, and shall be prepared to attend an interview with the Review Committee. The Project

Manager must be available to answer questions at the interview. YCIPTA may choose, at its sole option, not to interview all PROPOSERS or conduct any interviews. YCIPTA may reject any or all proposals submitted, or at its sole discretion, award Agreement to the best PROPOSER without any interviews. YCIPTA may ask all PROPOSERS or only those determined to be within the competitive range to submit a Best and Final Offer (BAFO). If this step is to be included, detailed instructions will be provided at the time of the request.

5. Selection Criteria: An initial screening of proposals for completeness, and to verify that minimum YCIPTA requirements are met will be undertaken, and YCIPTA will reject as non-responsive any proposal which does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed. YCIPTA may request additional information while reviewing proposals.

GENERAL TERMS AND CONDITIONS

RFP does not commit YCIPTA to award an Agreement, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. YCIPTA reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Submission of a proposal means that the PROPOSER hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The proposer must contain within the proposal, a description of those terms and/or conditions to which the proposer does not agree.

1. Award: The firms/entities chosen to provide vanpool services may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. Agreements for services will be awarded to firms based upon the availability of staff and cost of services. YCIPTA reserves the right to award a contract/select a provider without discussion based upon the initial proposals received, without interviews.

YCIPTA reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and or correcting defects, such as omissions or misstatements, which are discovered after the RFP, is issued.

2. Insurance: The PROPOSER is required to furnish evidence of insurance coverage including professional liability, and workers' compensation. The form of the insurance policy is subject to approval by YCIPTA and must be provided by insurers to transact insurance business in Arizona with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States, 2000 Edition.

YCIPTA shall be furnished a copy of the policy **and** an endorsement that the "YCIPTA, its officers, employees, and agents are named as additional insureds" prior to PROPOSER commencing duties under this Agreement. Said policy of liability insurance shall state, "coverage thereunder as applied to YCIPTA, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be

maintained by YCIPTA.” The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide YCIPTA with thirty (30) calendar days advance written notice of cancellation, non-renewal, or material change in coverage.

4. Business License: A PROPOSER shall be required to obtain and maintain a current business license from the place of operation.
5. Professional Licensing: The PROPOSER, and any subproposers, shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of Arizona, and shall provide evidence of such to YCIPTA with their proposal or prior to commencement of the work in such form as YCIPTA shall require.
6. Assignment/Subcontracting: The selected PROPOSER shall not assign or subcontract services or responsibilities without the prior written consent of YCIPTA. YCIPTA acknowledges that subcontracting can be in YCIPTA’s best interest, but reserves the right of final approval.

ADDITIONAL TERMS AND CONDITIONS

The following conditions apply to this RFP:

1. Solicitation & Withdrawal: YCIPTA reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, YCIPTA makes no representations that any agreement will be awarded to any firm submitting a proposal.
2. Right of Rejection: YCIPTA reserves the right to reject any and all proposals submitted in response to this request and to reject any subproposers specified in any proposal pursuant to this RFP.
3. Pre-Contract Expenses: YCIPTA shall not be liable or responsible for any pre-contract expenses incurred by any proposed or selected PROPOSER. PROPOSERS shall not include any such expenses as part of the price proposed set forth in its proposal. Pre-contract expenses are defined as expenses incurred by PROPOSER in:
 - a. Preparing the proposal;
 - b. Submitting proposal to YCIPTA;
 - c. Negotiating with YCIPTA on any matter related to proposal; or
 - d. Any other expenses incurred by PROPOSER or PROPOSER prior to date of award.
4. Verbal Agreements: No prior, current or post-award verbal agreement(s) with any officer, agent or employee of YCIPTA shall affect, modify or supersede any terms or modifications of this request for proposals or any written agreement or option resulting from this process.
5. Addenda: Any changes to the proposal requirements will be made by written addendum. All parts of the Request for Proposals, including any and all Addenda and any other supporting documents that may be included as part of this solicitation, shall be considered

part of the Agreement between YCIPTA and selected PROPOSER, and shall be incorporated therein.

6. Irregularities: YCIPTA reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term "minor" as used herein means any PROPOSER or YCIPTA irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP, and which is not in violation of any State of Arizona or Federal Government rules, laws and regulations that may apply to this procurement.

THIRD PARTY AGREEMENT REQUIREMENTS

1. Audits and Inspections of Records: Selected PROPOSER agrees that YCIPTA, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, PROPOSER agrees to maintain all required records for at least three (3) years after YCIPTA makes final payments, and all other matters pending between PROPOSER and YCIPTA are closed.
2. Equal Employment Opportunity: In connection with the execution of Agreement, PROPOSER shall not discriminate against any employee or applicant for employment because of race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Selected PROPOSER shall take affirmative action to ensure that applicants are employed, and that employees are tested during their employment, without regard to their race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. PROPOSER further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
3. Title VI - Civil Rights Act of 1964: During the performance of Agreement, PROPOSER, for itself, its assignees and successors in interest, agrees as follows:

PROPOSER shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time.

4. Fair Employment Practices: In connection with the performance of the work under Agreement, if the work is executed in the State of Arizona, PROPOSER shall certify compliance with the provisions of the State Fair Employment and Housing Act.
5. Interest of YCIPTA Personnel: By submitting a proposal, the PROPOSER represents and warrants that no Board Member, officer or employee of YCIPTA is in any manner interested directly or indirectly in the proposal or in Agreement which may be made under it, or in any expected profits to arise therefrom.

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6. Disadvantaged Business Enterprise (DBE) Policy: YCIPTA receives financial assistance from the US Department of Transportation through the Federal Transit Administration (FTA). PROPOSERS are advised that, as required by federal law, the Arizona Department of Transportation (Department) has established a statewide overall DBE Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts. This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The PROPOSER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

PROPOSER or Subproposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. PROPOSER shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts.

Failure by PROPOSER to carry out these requirements is a material breach of Agreement, which may result in the termination of Agreement or other such remedy as YCIPTA may deem appropriate.

7. Debarment and Suspension: Each PROPOSER must certify and submit documentation (such as a notarized affidavit) showing that neither the PROPOSER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. Drug Free Workplace: PROPOSER must include with its proposal properly completed and executed certification of compliance with applicable state and federal Drug-Free Workplace Acts.
9. Restrictions on Lobbying: Each PROPOSER must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying in the form set forth as an exhibit hereto.
10. Interests of Members of, or Delegates to Congress: No members of, or delegates to, the Congress of the United States shall be admitted to any share or part of Agreement or to any benefit arising therefrom.
11. Laws to Be Observed: PROPOSER shall keep itself fully informed of all existing and future State and Federal laws, all municipal regulations of YCIPTA, and all such orders, decrees, ordinances and laws of bodies, or tribunals, including other municipalities or counties whether in the State of Arizona, or another State, having any jurisdiction or authority over which, in any manner, affect those engaged or employed in the work, or the materials used in the work, or in any way affect the conduct of the work.

Failure by PROPOSER to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or other such remedy as YCIPTA may deem appropriate.

12. Public Records: The Proposals received shall become the property of YCIPTA and are subject to public disclosure. Those parts of a Proposal which are defined by the PROPOSER as business or trade secrets and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary" and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the Arizona Revised Statutes or otherwise by law. Proposers who indiscriminately and without justification identify most or their entire Proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation. Until YCIPTA's review committee announces its recommendation, no Proposals will be made available for public inspection.

PROTEST PROCEDURES

Protests Prior to Proposal Opening: Protests regarding any aspect of the attached materials and YCIPTA selection procedures must be submitted in writing (via mail, email or fax only) to Shelly Kreger, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, fax: (928) 783-0309, email: skreger@ycipta.az.gov, by 4:00 p.m., Arizona Time, Wednesday, April 29, 2026. The YCIPTA Transit Director will respond to these protests by Thursday, April 30, 2026 with an addendum to this RFP, by email and on YCIPTA's website. This action completes the pre-opening administrative protest remedy at the YCIPTA level.

Protests After Proposal Opening/Announcement of Award: Protests regarding YCIPTA's proposed selection of PROPOSER after proposal opening and award announcement must be submitted in writing (via mail, email or FAX) to Shelly Kreger, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, fax: (928) 783-0309, email: skreger@ycipta.az.gov, by 4:00 p.m., Arizona Time, Monday, June 01, 2026. The YCIPTA Transit Director will respond to these protests by Tuesday, June 02, 2026 by email and/or FAX. This action completes the proposal opening/award announcement administrative protest remedy at the YCIPTA level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him/her at the YCIPTA level, an interested party may protest to the Federal Transit Administration (FTA) and Arizona Department of Transportation (ADOT) regarding the award of a Agreement pursuant to a FTA grant. The deadline for submitting protests to FTA prior to proposal opening is 4:00 p.m. Arizona Time, Wednesday, April 29, 2026. The deadline for submitting protests to FTA after opening/announcement of award is 5:00 p.m. Arizona Time, Monday, June 01, 2026.

FTA review of any protest will be limited to:

- (1) Violations of Federal Law or Regulations: Violations of State or local law shall be under the jurisdiction of State or local authorities.

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- (2) Violation of YCIPTA's protest procedures or YCIPTA's failure to review a complaint or protest.

The protest filed with FTA shall:

- (1) Include the name and address of the protester.
- (2) Identify YCIPTA as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with FTA must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations).
- (4) Include a copy of the protest filed with YCIPTA, and a copy of YCIPTA's decision, if any.
- (5) Indicate the ruling or relief desired from FTA.

Such protests should be sent to:

Federal Transit Administration Region IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105.

Arizona Department of Transportation, 206 South 17th Street, Room 340B, Phoenix, Arizona 85007. Attention Coordinated Mobility Program Manager.

A copy of such protests should also be sent to the YCIPTA Transit Director.

PROPOSAL SUBMISSION

Two (2) original copies and one (1) USB of the proposal must be sealed in an envelope and received, not postmarked, no later than **4:00 P.M. Arizona Time, Friday, May 01, 2026** at the YCIPTA administrative offices.

Mailed proposals should be sent to:

Shelly Kreger, Transit Director
Yuma County Intergovernmental Public Transportation Authority
Mailing: 2715 East 14th Street, Yuma, AZ 85365

Proposals should be marked: **YCAT VANPOOL PROGRAM**

LATE PROPOSALS WILL NOT BE ACCEPTED.

ESTIMATED TIME FRAME (Subject to change without notice)

Wednesday, April 01, 2026	Release date of RFP
Monday, April 20, 2026	Questions for RFP due to YCIPTA by 4:00 p.m., AT.
Wednesday, April 22, 2026	Responses to Questions posted at www.ycat.az.gov click on Inside YCIPTA, Procurement Opportunities
Friday, May 01, 2026	RFP responses due no later than 4:00 P.M., AT.
Friday, May 08, 2026	RFP responses distributed to review committee.
Tuesday, May 26, 2026	Item goes before YCIPTA Board of Directors requesting approval of the RFP respondent selected.
Tuesday, May 26, 2026	Letters to firm selected and to firms not selected are emailed and mailed out.
Wednesday, July 1, 2026	PROPOSER starts.

FEDERAL REQUIREMENTS

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by YCIPTA with jurisdiction in all aspects of its performance of this Agreement.

This Agreement is subject to a financial assistance contract between YCIPTA and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives including without limitation those listed directly or by reference in the procedures and directives including without limitation those listed directly or by reference in the FTA Master Agreement between YCIPTA and FTA, as amended, and are incorporated herein by this reference. The PROPOSER shall comply with these FTA requirements and as they may be amended or promulgated from time to time during the term of this Agreement. The PROPOSER shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA directives, which would cause YCIPTA to be in violation of the FTA terms and conditions. PROPOSER'S failure to comply with these FTA requirements and YCIPTA directives shall constitute a material breach of this Agreement.

a) **Fly America.** (Transportation of persons or property by air)

The CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall 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 shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

b) **Americans With Disabilities Act (ADA).** The CONTRACTOR agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable Federal requirements.

c) **Charter Bus Requirements.** The CONTRACTOR agrees to comply with 49 USC 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.

School Bus Requirements. Pursuant to 69 USC 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.

- d) **Cargo Preference (use of U. S. flag vessel).** The CONTRACTOR 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 the underlying contract 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 loading 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 YCIPTA (through the CONTRACTOR in the case of a subContractor's bill-of-lading.) (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.
- e) **Energy Conservation.** The CONTRACTOR 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 Energy Policy and Conservation Act.
- f) **Clean Water.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- g) **Clean Air.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR also agrees to include these requirements in each

subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- h) **Recycled Products.** The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- i) **Lobbying.** (1) Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal 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 USC 1352. Each tier 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 USC 1352. Such disclosures are forwarded from tier to tier up to YCIPTA.
- (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- j) **Access to Records and Reports.** (1) Where YCIPTA is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to YCIPTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until YCIPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
- (4) FTA does not require the inclusion of these requirements in subcontracts
- k) **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between YCIPTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of

this Agreement.

- l) **No Obligation by the Federal Government.** (1) YCIPTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to YCIPTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR 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 who will be subject to its provisions.

- m) **Program Fraud and False or Fraudulent Statements or Related.**(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 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 contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subContractor who will be subject to the provisions.

- n) **Government-Wide Debarment and Suspension.** This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 YCIPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to YCIPTA, 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 49 CFR 29, Subpart C 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.

- o) **Privacy Act.** The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

- p) **Civil Rights.** The following requirements apply to the underlying Agreement

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

(2) **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract. (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal

statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue. (b) **Age**: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal transit law at 49 USC § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue. (c) **Disabilities**: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

q) Transit Employee Protective Agreements. (1) The CONTRACTOR agrees to 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 CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR 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 YCIPTA's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR 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 USC § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 USC § 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 USC: § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 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 USC § 5333(b) are necessary or appropriate for the state and YCIPTA for which work is performed on the underlying contract, the CONTRACTOR 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 USC § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 5311 in Nonurbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5311, the CONTRACTOR 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.

(2) The CONTRACTOR 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.

r) **Disadvantaged Business Enterprise (DBE)**

(1) **Policy**: It is YCIPTA's policy and objective to promote and maintain a level playing field for DBE's in YCIPTA and Federal-aid contracts. It is YCIPTA's policy to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

(2) **DBE Obligation**: The CONTRACTOR agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award of and performance of DOT assisted contracts.

s) **State and Local Law Disclaimer**. CONTRACTOR shall keep itself informed of, comply with, and shall cause all of its agents, employees, suppliers and subContractors of any tier to observe and comply with all applicable State and local laws, regulations, and policies, including, but not limited to, all applicable terms and conditions prescribed for third party contracts by the U. S. Department of Transportation (DOT) and the Federal Transit Administration (FTA). It is the Contractor's responsibility to know and to comply with all state laws and regulations and local ordinances relating to public works projects which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. If Contractor discovers any discrepancy or inconsistency between the plans, drawings, specifications, or contract for the work and any law, ordinance,

regulation, order or decree; the CONTRACTOR shall immediately provide written notice to YCIPTA.

- t) **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA requests, which would cause YCIPTA to be in violation of the FTA terms and conditions.
- u) **Drug and Alcohol Testing.** The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or YCIPTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before February 15th of each year and to submit the Management Information System (MIS) reports before February 15th to YCIPTA's Transit Director. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- v) **Equal Employment Opportunity/Basic Requirements.** In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. 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. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- w) **Labor Provisions.** (1) **Overtime Requirements.** No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at rate not less than one and one-half times the basic rate of pay for all hours worked in

excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subContractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), 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 subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard of work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

(3) Withholding for Unpaid Wages and Liquidated Damages. DOT or YCIPTA 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 monies payable on account of work performed by the CONTRACTOR or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

(4) Nonconstruction Grants. The CONTRACTOR or subContractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, YCIPTA shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subContractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the CONTRACTOR or subContractor will permit representatives to interview employees during working hours on the job.

(5) Subcontracts. The CONTRACTOR or subContractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in subparagraph (1) through (5) of this paragraph.

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- x) **Conflict of Interest**. No employee, officer, or agent of YCIPTA shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, an organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

YCIPTA's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties of subagreements.

- y) **Breaches and Dispute Resolution**. All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of YCIPTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the YCIPTA Manager. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of YCIPTA Transit Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Unless otherwise directed by YCIPTA, CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YCIPTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which YCIPTA is located.

Rights and Remedies - The duties and obligations imposed by YCIPTA Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YCIPTA, or CONTRACTOR shall constitute a waiver of any right or duty afforded any of

them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. 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 as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90 prohibit discrimination by participants in federally assisted programs on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and

shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Federal Law and Public Policy Requirements.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in

paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation

("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as

concrete; glass, including optical fiber; and lumber.

- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

The contractor 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 Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

- a) Definitions. As used in this clause—

1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve

international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA

Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are 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.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, 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 possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor 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 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by 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. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “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;

(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 a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must

prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2.Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3.Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the

subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents:
 - (1) applications for federal assistance,
 - (2) requests for proposals or solicitations,
 - (3) forms,
 - (4) notifications,
 - (5) press releases,
 - (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the

manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work

shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) 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

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF ARIZONA

COUNTY OF YUMA

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent)

of _____, hereinafter referred to as
(Contractor) or (subContractor).

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in Yuma County, State of Arizona.

3. That his/her proposal is genuine, and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against YCIPTA, or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 20____, at _____, Arizona.

Signed: _____

Title: _____

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

The _____ (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

Signed: _____

Title: _____

Date: _____

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant _____ (Name of CONTRACTOR) certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.

Signature of Authorized Official: _____ Title: _____

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary:

_____ Date: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____, that:

a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients 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, USC. 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.

Executed this _____ day of _____, of 20____

Signature of Authorized Official: _____

Title of Authorized Official: _____

**CERTIFICATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/
EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR: _____

1. CONTRACTOR overall DBE participation rate: _____

2. Names/Locations of DBEs contacted by CONTRACTOR:

3. Names/Locations of DBEs selected by CONTRACTOR:

4. CONTRACTOR work force breakdown by race and gender:

TOTAL EMPLOYEES (as of _____): _____

JOB CATEGORIES

EMPLOYEES

Male

Female

Wht Blk Hsp Asn Nat

Wht Blk Hsp Asn Nat

Officials & Managers:

Professional:

Technical:

Sales:

Office/Clerical:

Craftsmen:

Laborers:

Service:

Note: The above DBE/EEO Affidavit is part of CONTRACTOR Proposal. Signing this Proposal, on the signature portion thereof, shall also constitute signature of this DBE/EEO Affidavit.

By: _____ Title: _____

Date: _____

INSURANCE REQUIREMENTS CERTIFICATION

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the Contractor, its agents, representatives or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- Workers' Compensation insurance as required by the State of Arizona (A.R.S. § 23-901, et. seq.) and Employer's Liability Insurance.
- Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

General Liability \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions Liability \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by YCIPTA, and either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it pertains to YCIPTA, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to YCIPTA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. YCIPTA, its officers, officials, employees and volunteers are to be covered as insureds with respect to: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to YCIPTA, its officers, officials, employees and volunteers. Any

insurance or self-insurance maintained by YCIPTA, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days' prior written notice has been given to YCIPTA by certified mail, return receipt requested.
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Arizona law.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to YCIPTA.

Verification of Coverage

Contractor shall furnish YCIPTA with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCIPTA, however, other forms may be acceptable so long as those endorsements conform to YCIPTA requirements. All certificates and endorsements are to be received and approved by YCIPTA before work commences. YCIPTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, be submitted at any time.

Indemnification

Contractor shall indemnify and hold harmless YCIPTA and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subContractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of YCIPTA.

I hereby certify that I have received, reviewed, and agree to abide by the insurance requirements herein.

Date: _____

Contractor: _____

By: _____

Signature

COST PROPOSAL DETAIL

	2021	2022	2023	2024	2025	2026
PROPOSED ADMIN COSTS						
PERSONNEL						
Salaries for Phoenix office Personnel						
Travel Expenses (Please list details) Communications (Please list details)						
Personnel - Taxes & Fringe						
Marketing Costs						
PERSONNEL ST 1						
INDIRECT COSTS						
Home/Back Office Expenses						
Misc Supplies, Furniture, etc. (Please list details)						
Admin costs for NTD* Reporting						
Profit						
INDIRECT COSTS ST 2						
OPERATIONAL COSTS						
Maintenance Costs						
Insurance Costs						
Admin						
Sub-contracting costs						
Vehicle Storage (if any)						
Other (please describe)						
Profit						
OPERATIONAL COSTS ST 3						
TOTALS (1-3 above)						

**National Transit Database Reporting*

Monthly Round Trip Mileage

Fares per month

	<500	<750	<1000	<1250	<1500	<1750	<2000	<2250	<2500	<2750	<3000
8-passenger Ford Van											
9-passenger Ford Van											
12-passenger Ford Van											
14-passenger Ford Van											
15-passenger Ford Van											

Rental cost per mile

	<500	<750	<1000	<1250	<1500	<1750	<2000	<2250	<2500	<2750	<3000
8-passenger Ford Van											
9-passenger Ford Van											
12-passenger Ford Van											
14-passenger Ford Van											
15-passenger Ford Van											

Profit - cost per Van per month

	<500	<750	<1000	<1250	<1500	<1750	<2000	<2250	<2500	<2750	<3000
8-passenger Ford Van											
9-passenger Ford Van											
12-passenger Ford Van											
14-passenger Ford Van											
15-passenger Ford Van											



Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycat.az.gov

March 23, 2026

Discussion and Action Item 4

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the update to the YCIPTA ADA Policies.

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors to approve the updated YCIPTA ADA Policies

Background and Summary: As staff is going through YCIPTA policies and procedures, it was noted that our ADA Policies had not been updated since 2011. While the ADA regulations have not changed drastically over the years, our policy did need to be updated and refined. I have included the 2011 policy and the updated policy. Once approved the out dated policies will be replaced on the website.

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors to approve the updated YCIPTA ADA Policies.

Legal Counsel Review: N/A

Attachment: 2011 ADA Policies and the updated ADA Policies.

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
in – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe
Zanna Carrasco – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director



Yuma County Intergovernmental Public Transportation Authority

*2715 East 14th Street, Yuma, AZ 85365, Telephone: 928-539-7076, ext 237 – Fax: 928-783-0309
email: jandoh@ycipta.org - Web: www.ycipta.org*

AMERICANS WITH DISABILITIES ACT (ADA) POLICY Adopted: October 1, 2011

It is the policy of the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) to abide by all provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, including but not limited to those stated below, in all activities, operations and relationships with—and accommodations of—employees, client-customers, and the general public.

The ADA requires that persons with disabilities receive the same level of service from transportation as non-disabled persons. Services that are “separate but equal” are not acceptable (i.e. all individuals using wheel chairs on one bus and everyone else on another bus).

All recipients must keep federally funded equipment and facilities in good operating condition. Recipients must have policies and procedures to maintain vehicles. Recipients must maintain, in operative condition, those features of facilities, vehicles, and other capital equipment that are required to make them accessible. ADA accessibility features must be repaired promptly if they are damaged or out of order. Recipients must establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative.

Specific transportation provisions of the ADA as amended, include but are not limited to the following requirements:

Lift Vehicle Availability: As required by the ADA, YCIPTA shall maintain a 100% wheelchair accessible fleet to ensure that persons needing a wheelchair have equivalent access to our transportation services as ambulatory persons.

Maintenance of Accessible Features on Vehicles: As required by the ADA, the accessible features on YCIPTA vehicles are maintained to a high level, so that persons needing these features receive equivalent service to persons not needing those features.

Adequate Time for Vehicle Boarding and Disembarking: As required by the Americans with Disabilities Act (ADA), YCIPTA provides adequate time for boarding and disembarking our vehicles for persons with disabilities.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Robert L. Pickels, Chairman - Yuma County, Greg Wilkinson, Vice Chairman - City of Yuma,
Dr. Larry Gould - Northern Arizona University, Dr. Glenn Mayle – Arizona Western College,
Ralph Velez - City of San Luis, Rodney Rinehart – Town of Wellton, Bill Lee – City of Somerton

John Andoh, Transit Director

Use of Portable Oxygen/Respirator Equipment: As required by the ADA, persons using our transportation service may bring respirator, portable oxygen, and/or other life support equipment on board our vehicles, as long as they do not violate the law or rules relating to the transportation of hazardous materials. All equipment must be small enough to fit into our vans safely and without obstructing the aisle and/or block emergency exits.

Service Animals: As required by the ADA any guide dog, signal dogs, or other animal individually trained to work or perform tasks for the benefit of an individual with disabilities, including but not limited to, guiding individuals with impaired vision or alerting individuals with impaired hearing, are accepted on YCIPTA vehicles.

Training in Wheelchair Securement, Sensitivity to Passengers: As required by the ADA, YCIPTA transit operators (drivers), through the Transit Operations Contractor are trained to proficiency in the use of wheelchair equipment on board our vehicles and in passenger sensitivity. This training is provided by a "Certified Trainer" through the Transportation Safety Institute (TSI) training prior to being released to drive for YCIPTA.

Approved:



John Andoh
Transit Director

9-26-11
Date

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Robert L. Pickels, Chairman - Yuma County, Greg Wilkinson, Vice Chairman - City of Yuma,
Dr. Larry Gould - Northern Arizona University, Dr. Glenn Mayle – Arizona Western College,
Ralph Velez - City of San Luis, Rodney Rinehart – Town of Wellton, Bill Lee – City of Somerton

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Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycat.az.gov

It is the policy of Yuma County Intergovernmental Public Transportation Authority (YCIPTA) to abide by all provisions of the Americans with Disabilities Act (ADA) of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended, including all programs, services, activities, operations and relationships with—and accommodations/modifications of—employees, client-customers, and the general public, including but not limited to those stated below.

The Americans with Disabilities Act of 1990 (ADA) requires that individuals with disabilities receive the same level of service as non-disabled individuals. Services that are “separate but equal” are not acceptable. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

All recipients must keep federally funded equipment and facilities in good operating condition. Recipients must have policies and procedures to maintain vehicles. Recipients must maintain, in operative condition, those features of facilities, vehicles, and other capital equipment that are required to make them accessible. ADA accessibility features must be repaired promptly if they are damaged or out of order. Recipients must establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative.

Specific transportation provisions of the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act of 1973, as amended, include but are not limited to the following requirements:

Equivalent service: As required by the ADA, YCIPTA has a sufficient number of, or access to, wheelchair accessible vehicles in our fleet regardless of employment status to ensure that individuals needing an accessible vehicle have equivalent access to our transportation services as ambulatory individuals.

Maintenance of Accessible Features on Vehicles: As required by the ADA, the accessible features on our vehicles are maintained in operative condition so that individuals needing these features receive equivalent service to individuals not needing those features. Accessibility features are repaired promptly if they are damaged or out of order. Drivers are required to report lift and ramp failures promptly.

Transporting and securing wheelchairs: A wheelchair is a mobility aid belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for, and used by individuals with mobility impairments, whether operated manually or powered. YCIPTA will transport passengers with wheelchairs, even in circumstances when the wheelchair cannot be secured to the driver’s satisfaction, unless the wheelchair exceeds the size or weight capacity of the wheelchair lift or ramp.

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Shelly Kreger, Transit Director

Adequate Time for Vehicle Boarding and Disembarking: As required by the ADA, YCIPTA provides adequate time for boarding and disembarking our vehicles for individuals with disabilities.

Use of Portable Oxygen/Respirator Equipment: As required by the ADA, individuals using our transportation service may bring respirator, portable oxygen equipment, and/or other life support equipment on board our vehicles, as long as they do not violate the law or rules relating to the transportation of hazardous materials. All equipment must be small enough to fit into our vehicles safely and without obstructing the aisle and/or blocking emergency exits. Passengers must secure the equipment by means such as carrying the equipment using a shoulder strap or securing the equipment to a wheelchair or a seat.

Service Animals: As required by the ADA, any guide dog, signal dogs, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding individuals with impaired vision or alerting individuals with impaired hearing, have access to our vehicles. All service animals must be kept under the control of their owner at all times and abides by local animal safety regulations.

Training in Wheelchair Securement, Sensitivity to Passengers: As required by the ADA, YCIPTA's Contractor trains its personnel to operate vehicles and equipment safely, assist passengers properly, and treat individuals with disabilities who use the service in a respectful and courteous way. A "Certified Trainer" in Passenger Assistance Safety and Security (P.A.S.S.) provides training to personnel prior to being released to drive for .

Driver use of, and assistance with, Accessibility Equipment: As required by the ADA, YCIPTA's Contractor personnel make use of all available accessibility equipment when needed and provide a reasonable level of assistance to passengers as necessary and upon request with lifts, ramps, and securement devices.

ADA complaints: A complainant may file a complaint directly with the Arizona Department of Transportation (ADOT) or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights: **ADOT:** ATTN: Title VI Program Manager 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 **FTA:** ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

Contact Shelly Kreger, Transit Director, at (928) 539-7076 ext. 101 or at skreger@ycipta.az.gov .

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March 23, 2026

Discussion and Action Item 5

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the YCIPTA Draft FY2026-2027 Operating Budget.

Requested Action: TBD

Background and Summary: Attach to this staff report is a DRAFT FY2026/2027 Operating Budget showing the estimated expenses to operate YCIPTA and the transit system for FY2026/27. Estimated expenses are at \$7,137,632 compared to last FY25/26 of \$6,776,542. This is an increase of 5.33%. This increase of \$361,091 is mainly contributed by the increase in the contractor cost.

Staff should also have the match required by the meeting date of March 23rd. The Capital budget will be presented later as it is still under development.

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: TBD

Legal Counsel Review: N/A

Attachment: FY2026-2027 Operating Budget.

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

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Shelly Kreger, Transit Director

**Yuma County Intergovernmental Public Transportation Authority
DRAFT FY 2027 BUDGET (Expenses only)**

	FY2027 Budget	% Difference	FY2026 Budget	Notes
Expense				
50100 · Salaries and Wages				
50102 · Regular Salaries and Wage	438,533	3.24%	424,778	Staff of 7, increase of 5%
Total 50100 · Salaries and Wages	438,533	3.24%	424,778	
50200 · Fringe Benefits				
50201 · FICA- SS & Medicare	42,884	-9.14%	47,198	
50202 · ASRS	50,308	-1.30%	50,973	
50203 · Health Insurance	95,180	-3.27%	98,401	increase 14%
50204 · FUTA	2,940	0.00%	2,940	
50205 · Life Insurance	976	2.75%	950	
50207 · State Unemployment	-	0.00%	-	
50208 · Workers Compensation Ins	1,500	0.00%	1,500	
Total 50200 · Fringe Benefits	193,789	-33.63%	291,991	
50300 · Services				
50301-1 · ADA Paratransit	257,072	-2.14%	262,707	Shift of 2% from Para to Fixed
50301-2 · Accounting & Audit	35,000	0.00%	35,000	
50301-3 · Vanpool Subsidy	126,000	0.00%	126,000	
50302 · Advertising	60,000	20.00%	50,000	
50303-1 · Legal Services	16,000	6.67%	15,000	
50303-2 · Cash Handel/Payroll Processing	3,500	40.00%	2,500	
50303-3 · IT Support/Web Development	25,000	0.00%	25,000	
50305-0 · Bus Contractor	4,742,038	8.00%	4,390,777	\$ 351,261.40
50305-1 · Contract Costs	61,000	0.00%	61,000	
50305-2 · Equipment Maintenance	3,000	0.00%	3,000	
50305-3 · Office Equip Repair	2,500	38.89%	1,800	
50305-4 · Vehicle Repair & Maintance	160,000	100.00%	80,000	more engines and transmission replacement
50305-5 · Building Repairs & Maintance	15,000	-16.67%	18,000	
50305-6 · Communications/Radio Service	24,000	20.00%	20,000	Radios go up every year
50305-7 · Grounds Keeping/Pest Control	500	0.00%	500	
50305-8 · Software Updates/Maintenance	100,000	13.64%	88,000	Software annual
50307 · Security Services	500	0.00%	500	Replace camera sustem will be in capital budget \$25,000
Total 50300 · Services	5,631,110		5,179,783	
50400 · Materials and Supplies				
50401 · Fuel, Oil, Lubricants	650,000	0.00%	650,000	Spent approx \$500k 25/26, fuel prices are rising)
50499-1 · Office Supplies	5,000	66.67%	3,000	
50499-2 · Postage	1,000	0.00%	1,000	
50499-3 · Printing	25,000	0.00%	25,000	
50499-4 · Misc Materials & Supplies	1,500	0.00%	1,500	

**Yuma County Intergovernmental Public Transportation Authority
DRAFT FY 2027 BUDGET (Expenses only)**

	FY2027 Budget	% Difference	FY2026 Budget	Notes
Total 50400 · Materials and Supplies	682,500		680,500	
50500 · Utilities				
50501 · Electricity	15,000	-16.67%	18,000	
50502-1 · Refuse Disposal	3,600	5.88%	3,400	
50502-2 · Water - Offices	1,800	0.00%	1,800	
50502-3 · Water-Land	3,000	-25.00%	4,000	
Total 50500 · Utilities	23,400	-13.97%	27,200	
50600 · Casualty and Liability Insuranc				
50608-1 · Gen Liab Insurance	7,000	0.00%	7,000	All insurances are paid at the beginning of the fiscal year
50608-2 · Prof. Liability Insurance	7,000	-26.32%	9,500	
50608-3 · Automobile Insurance	7,000	-22.22%	9,000	
50608-4 · Property Insurance	600	0.00%	600	
Total 50600 · Casualty and Liability Insur	21,600		26,100	
50900 · Miscellaneous Expenses				
50901 · Memberships/Dues/Subscriptions	35,000	75.00%	20,000	need move 7975 for QB to software updates and 475 to travel
50902 · Travel Expenses	25,000	0.00%	25,000	TD did not travel most of the year/staff limited travel also
50906 · Finance Charges/Penalties	200	-16.67%	240	
50999-1 · License and Permits	100	0.00%	100	
50999-2 · Training/Education	20,000	33.33%	15,000	April-June exp for Carol/Adriana/David training CTAA
50999-3 · Other Misc Expense	5,000	42.86%	3,500	
50999-5 · Telephone/Internet	7,000	34.62%	5,200	add service for 8 tablets(3 staff and 5 ADA)
Total 50900 · Miscellaneous Expenses	92,300	33.69%	69,040	
51200 · Leases and Rentals				
51212-1 · Building Lease	54,000	2.27%	52,800	Expecting \$100/mo increase
51212-2 · Leases Rental Equipment	400	14.29%	350	
51212-4 · Lease	0	-100.00%	24,000	This lease should drop off by 6/30/26 (vehicles sold)
Total 51200 · Leases and Rentals	54,400	-29.49%	77,150	
Total Operating Expense	7,137,632	5.33%	6,776,542	
Net Ordinary Income			251,150	
Net Income			251,150	
	361,091		251,150	



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March 23, 2026

Discussion and Action Item 6

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the possible increase in Entity Dues.

Requested Action: TBD

Background and Summary: Staff is currently working on the revenues for FY2026/2027 to determine if an increase in dues will be needed for this FY26/27. This item will be sent under separate cover.

Financial Impacts: TBA

Budgeted: N/A

Recommended Motion: TBD

Legal Counsel Review: N/A

Attachment:

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:

Shelly Kreger, Transit Director

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Transit Directors Report (Feb-March)

- **Activities**

- TDA Triennial Audit (ICTC) Performance interview
- Hotel del Sol meetings
- Continuation of our Single audit for FY25.
- Yuma Road Safety Action Plan TAC Meetings
- Updating Legal and Vanpool RFP for release in April 2026.
- Meeting with Paul War and Fernando Villegas from YMPO regarding the Short Range Transit Plan scope of work.
- Completed and submitted the ADOT 5311 Rural funding grant.
- KYMA, Jennifer Blackwell News and Yuma Sun interviews regarding service changes and the Foothills survey.
- Monthly meeting with contractor.
- Budget meeting with staff
- Meeting with prospective consultants – Kimly Horne regarding the SRTP.
- Final revision on the National Transit Database annual report.
- Meeting with Quechan Indian Tribe and the Imperial Transportation Commission regarding the FY26-27 Budget request for Blue Route and Turquoise Route.

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Shelly Kreger, Transit Director



February 2026 - YCAT

The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of February 2026.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on March 06, 2026.

OPERATIONS

Fixed Route

Following are the actual miles and hours reported by the contractor vs. scheduled:

	Reported	Scheduled	Difference
Revenue Hours	2,703.5	2,664.1	39.4
Total Hours	3,007.9	2,983.6	24.3
Revenue Miles	56,532	57,552	(1,020)
Total Miles	63,958	65,602	(1,644)
Passengers per Revenue Hour		12.3	
Passengers per Revenue Mile		0.6	

Demand Response

Following are the actual miles and hours reported by contractor:

Revenue Hours	278.4
Total Hours	348.9
Revenue Miles	4,158
Total Miles	5,750
Average Weekday Revenue Hours	13.3
Passengers per Revenue Hour	1.9
Passengers per Revenue Mile	0.1

OPERATIONS DATABASE

Analysis of Contractor Invoice Data for Accuracy: Solutions for Transit reviewed the entries using a 5% tolerance to determine if the entries need to be corrected or commented. The Over/Under Report represents the **127** entries outside of the tolerance that were adequately commented to explain the difference. All others outside the tolerance were corrected. There were **1** unreported roadcalls.

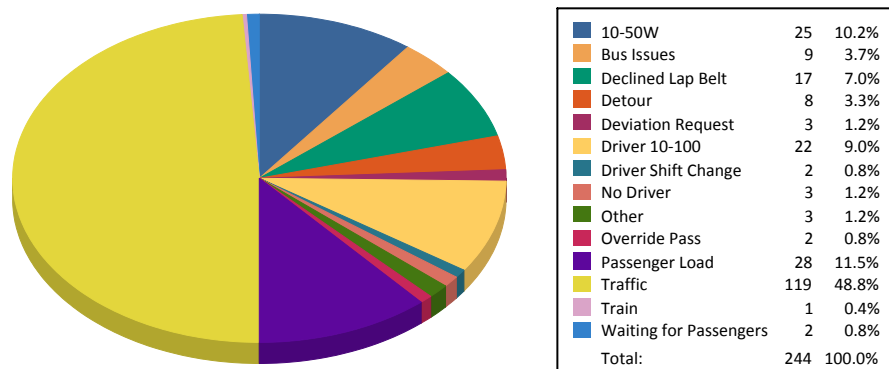
These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

Late to First Stop: There were **97** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in delayed service.

Logging Out Early: There were **7** occurrences where the operator logged off before the end of revenue service.

Delays: During the month of February, **244** delays were reported by the contractor. The average delay was **20** minutes. The delays are broken down as follows:

Delays by Category



Customer Comments: During the month of February, **9** complaints were called in. Of these the contractor followed up on **7**. In addition, **2** commendations were called in.

MAINTENANCE

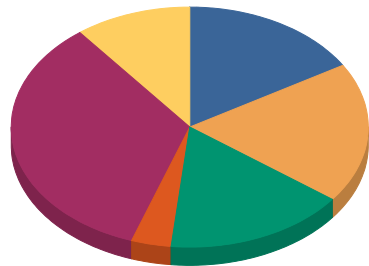
PMIs Completed: There were **16** PMIs completed during the month of February. Of these, **0** were completed late based on the information entered into The Reporting Solution.

Roadcalls: There were 29 roadcalls/bus exchanges for the month of February.

- o **29** of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
- o **1,803** miles between roadcalls as defined by NTD
- o The industry standard for miles between roadcalls is 6,000 miles

Work Orders Created:

Work Orders by Type



DVIR Defect	\$14	16.5%
PMI	\$16	18.8%
PMI Defect	\$14	16.5%
Pullout Complaint	\$3	3.5%
Roadcall	\$29	34.1%
Safety Inspection	\$9	10.6%
Total:	\$85	100.0%

Open Work Orders:

There were **140** open work orders.

REPORTS

Monthly Reports: The following Monthly Reports are attached:

- o Fixed Route Operating Summary - Systemwide
- o Ridership and Fares
- o Miles and Hours by Route
- o On Call Operating Summary
- o PMIs Completed

IT SUPPORT

Back-up: Solutions for Transit is backing up the data entered into The Reporting Solution daily. It is being placed on the Solutions for Transit home server in Lodi.



OPERATING SUMMARY - Systemwide Fiscal Year 2026

Systemwide

	Quarter				Quarter				Quarter			YTD
	Jul-25	Aug-25	Sep-25	Qtr Total	Oct-25	Nov-25	Dec-25	Qtr Total	Jan-26	Feb-26	Qtr Total	
Weekday Ridership	23,174	29,319	31,992	84,484	35,465	27,099	29,486	92,050	29,941	30,294	60,235	236,770
Saturday Ridership	1,906	2,622	2,036	6,564	2,487	2,903	2,958	8,348	4,258	2,923	7,181	22,093
Total Ridership	25,080	31,941	34,028	91,048	37,952	30,002	32,444	100,398	34,199	33,217	67,416	258,863
Weekday Revenue Hours	2,785.2	2,695.9	2,736.0	8,217.1	3,010.1	2,293.0	2,718.0	8,021.1	2,636.2	2,495.9	5,132.0	21,370.2
Saturday Revenue Hours	203.5	257.4	204.8	665.6	225.3	260.4	209.0	694.8	272.3	207.7	480.0	1,840.4
Total Revenue Hours	2,988.7	2,953.3	2,940.7	8,882.8	3,235.4	2,553.4	2,927.1	8,715.9	2,908.5	2,703.5	5,612.0	23,210.6
Weekday Total Hours	3,041.1	2,956.2	3,041.8	9,039.1	3,338.5	2,544.6	3,002.0	8,885.1	2,935.3	2,776.4	5,711.7	23,635.9
Saturday Total Hours	228.6	288.0	230.4	747.0	256.0	291.2	233.3	780.5	304.6	231.5	536.1	2,063.6
Total Hours	3,269.7	3,244.2	3,272.2	9,786.0	3,594.4	2,835.8	3,235.3	9,665.6	3,240.0	3,007.9	6,247.9	25,699.5
Weekday Revenue Miles	58,743	56,855	58,081	173,679	63,878	48,698	56,595	169,171	55,175	52,347	107,522	450,372
Saturday Revenue Miles	4,192	5,264	4,172	13,628	4,364	5,296	4,233	13,893	5,318	4,185	9,503	37,024
Total Revenue Miles	62,935	62,119	62,253	187,307	68,242	53,994	60,828	183,064	60,493	56,532	117,025	487,396
Weekday Total Miles	65,250	63,307	65,754	194,311	72,207	55,127	63,670	191,004	62,405	59,188	121,593	506,908
Saturday Total Miles	4,802	6,007	4,811	15,620	5,112	6,034	4,837	15,983	6,087	4,770	10,857	42,460
Total Miles	70,052	69,314	70,565	209,931	77,319	61,161	68,507	206,987	68,492	63,958	132,450	549,368
# Operating Weekdays	22	21	21	64	23	18	22	63	20	19	39	166
# Operating Saturdays	4	5	4	13	4	5	4	13	5	4	9	35
# Total Operating Days	26	26	25	77	27	23	26	76	25	23	48	201
Avg Weekday Ridership	1,053.4	1,396.1	1,523.4	1,320.1	1,542.0	1,505.5	1,340.3	1,461.1	1,497.1	1,594.4	1,544.5	1,426.3
Avg Saturday Ridership	476.5	524.4	509.0	504.9	621.8	580.6	739.5	642.2	851.6	730.8	797.9	631.2
Avg Daily Ridership	964.6	1,228.5	1,361.1	1,182.4	1,405.6	1,304.5	1,247.8	1,321.0	1,368.0	1,444.2	1,404.5	1,287.9
Wkday Ridership/Rev Hr	8.3	10.9	11.7	10.3	11.8	11.8	10.8	11.5	11.4	12.1	11.7	11.1
Sat Ridership/Rev Hr	9.4	10.2	9.9	9.9	11.0	11.1	14.2	12.0	15.6	14.1	15.0	12.0
Avg Weekday Rev Hours	126.6	128.4	130.3	128.4	130.9	127.4	123.5	127.3	131.8	131.4	131.6	128.7
Avg Saturday Rev Hours	50.9	51.5	51.2	51.2	56.3	52.1	52.3	53.4	54.5	51.9	53.3	52.6
Avg Weekday Rev Miles	2,670	2,707	2,766	2,714	2,777	2,705	2,573	2,685	2,759	2,755	2,757	2,713
Avg Saturday Rev Miles	1,048	1,053	1,043	1,048	1,091	1,059	1,058	1,069	1,064	1,046	1,056	1,058



RIDERSHIP AND FARES

Period: 2/1/2026 to 2/28/2026

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopah	Vista	WC	Bikes	Guides	
Orange 2	629	207	0	51	18	219	69	17	0	21	0	0	6	0	7	1,109	18	11	2	81	0	2,382
Brown 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Green 4	279	375	0	79	111	516	169	29	0	25	1	0	35	0	1	378	87	441	25	28	0	2,526
Green 4A	184	234	1	53	64	284	69	37	0	13	0	1	17	1	15	203	64	213	10	26	0	1,452
Blue 5	311	196	4	53	74	353	152	0	0	16	0	0	33	0	3	19	58	0	6	84	0	1,268
Purple 6	405	216	0	59	24	181	175	21	0	35	1	0	30	2	0	79	1,513	31	40	56	0	2,772
Gold 8	19	29	10	6	14	29	1	0	0	3	0	0	1	2	1	88	1	1	5	2	0	195
Silver 9	68	80	0	4	0	28	40	5	0	13	0	1	0	1	14	1,285	2	4	0	26	0	1,545
Turquoise 10	158	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	9	0	160
Yellow 95	8,863	5,496	0	646	266	1,591	885	297	0	404	0	2	132	5	20	1,640	400	270	116	374	3	20,917
Specials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total:	10,916	6,833	15	952	571	3,201	1,560	406	0	531	2	4	254	11	61	4,801	2,143	971	204	686	3	33,217

REVENUE:

Total Revenue: \$34,289.86
 Unclassified Revenue: \$731.43
 As a % of Total: 2.13%



TOTAL MILES AND HOURS BY ROUTE February 2026

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	322.7	38.0	360.7	6,074	276	6,350
Brown Route 3						
Green Route 4	259.5	12.4	271.9	4,301	193	4,494
Green Route 4A	209.5	11.7	221.2	3,120	174	3,294
Blue Route 5	236.1	9.0	245.1	5,644	142	5,786
Purple Route 6	450.2	34.4	484.6	9,918	648	10,566
Gold Route 8	60.3	27.2	87.6	1,684	819	2,503
Silver Route 9	97.1	88.7	185.7	2,943	2,395	5,338
Turquoise Route 10	64.2	8.7	72.9	2,764	142	2,906
Yellow Route 95	1,003.7	74.3	1,078.1	20,084	2,637	22,721

Totals for February 2026			
Total Hours	3,007.88	Total Miles	63,958
Revenue Hours	2,703.53	Revenue Miles	56,532
Non-Revenue Hours	304.35	Non-Revenue Miles	7,426



OPERATING SUMMARY - On-Call Fiscal Year 2026

On-Call

	Quarter				Quarter				Quarter			YTD
	Jul-25	Aug-25	Sep-25	Qtr	Oct-25	Nov-25	Dec-25	Qtr	Jan-26	Feb-26	Qtr	
Weekday Ridership	626	587	681	1,894	706	544	528	1,777	503	536	1,039	4,711
Saturday Ridership	0	0	0	0	0	0	0	0	0	0	0	0
Total Ridership	626	587	681	1,894	706	544	528	1,777	503	536	1,039	4,711
Weekday Revenue Hours	290.1	274.9	315.6	880.6	334.6	257.9	277.8	870.3	201.3	251.9	453.2	2,204.0
Saturday Revenue Hours	26.0	32.9	27.3	86.1	30.9	35.7	22.4	89.1	30.5	26.6	57.1	232.3
Total Revenue Hours	316.1	307.8	342.8	966.7	365.6	293.5	300.2	959.3	231.8	278.4	510.2	2,436.3
Weekday Total Hours	377.2	361.7	406.9	1,145.8	420.9	321.8	351.5	1,094.1	266.4	313.3	579.7	2,819.6
Saturday Total Hours	34.7	47.5	39.7	121.9	43.4	47.9	31.3	122.6	42.9	35.7	78.5	323.0
Total Hours	411.9	409.2	446.6	1,267.7	464.3	369.6	382.8	1,216.7	309.3	348.9	658.2	3,142.6
Weekday Revenue Miles	4,658	4,364	5,046	14,068	5,203	4,066	4,162	13,431	2,831	3,606	6,437	33,936
Saturday Revenue Miles	428	663	517	1,608	570	736	401	1,707	607	552	1,159	4,474
Total Revenue Miles	5,086	5,027	5,563	15,676	5,773	4,802	4,563	15,138	3,438	4,158	7,596	38,410
Weekday Total Miles	6,978	6,701	7,406	21,085	7,572	5,478	5,691	18,741	4,260	4,973	9,233	49,059
Saturday Total Miles	645	938	774	2,357	885	1,090	610	2,585	953	777	1,730	6,672
Total Miles	7,623	7,639	8,180	23,442	8,457	6,568	6,301	21,326	5,213	5,750	10,963	55,731
# Operating Weekdays	22	21	21	64	23	18	22	63	20	19	39	166
# Operating Saturdays	4	5	4	13	4	5	4	13	5	4	9	35
# Total Operating Days	26	26	25	77	27	23	26	76	25	23	48	201
Avg Weekday Ridership	28.4	27.9	32.5	29.6	30.7	30.2	24.0	28.2	25.2	28.2	26.7	28.4
Avg Saturday Ridership	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Avg Daily Ridership	24.1	22.6	27.3	24.6	26.1	23.6	20.3	23.4	20.1	23.3	21.7	23.4
Wkday Ridership/Rev Hr	2.2	2.1	2.2	2.2	2.1	2.1	1.9	2.0	2.5	2.1	2.3	2.1
Sat Ridership/Rev Hr	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Trips per Rev Hour	2.0	1.9	2.0	2.0	1.9	1.9	1.8	1.9	2.2	1.9	2.0	2
Avg Weekday Rev Hours	13.2	13.1	15.0	13.8	14.5	14.3	12.6	13.8	10.1	13.3	11.6	13.3
Avg Saturday Rev Hours	6.5	6.6	6.8	6.6	7.7	7.1	5.6	6.9	6.1	6.6	6.3	6.6
Avg Weekday Rev Miles	212	208	240	220	226	226	189	213	142	190	165	204
Avg Saturday Rev Miles	107	133	129	124	143	147	100	131	121	138	129	128
Rev Miles per Rev Hr	16.1	16.3	16.2	16.2	15.8	16.4	15.2	15.8	14.8	14.9	14.9	15.8



PMIs COMPLETED

Period: 2/1/2026 - 2/28/2026

Bus #	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	PMI
150	5000 miles	174,109	178,998	4,889	On Time	A-2
153	5000 miles	163,404	168,634	5,230	On Time	A-3
200	6000 miles	418,539	424,164	5,625	On Time	A-5
203	6000 miles	399,827	405,768	5,941	On Time	A-6
204	6000 miles	331,259	337,458	6,199	On Time	A-6
206	6000 miles	325,448	331,786	6,338	On Time	A-6
209	6000 miles	194,612	200,957	6,345	On Time	B
210	6000 miles	207,378	213,759	6,381	On Time	A-5
211	6000 miles	194,509	200,677	6,168	On Time	B
212	6000 miles	148,309	154,213	5,904	On Time	B
250	6000 miles	170,365	176,538	6,173	On Time	A-4
302	4000 miles	204,372	208,670	4,298	On Time	A-4
304	4000 miles	52,288	56,167	3,879	On Time	A-4
350	4000 miles	261,430	265,102	3,672	On Time	A-5
1101	4000 miles	181,397	185,092	3,695	On Time	B-2
1102	4000 miles	161,177	165,061	3,884	On Time	B-1

PMIs Completed: 16

On Time: 16 100.0%
Early: 0 0.0%
Late: 0 0.0%

Note: "On Time" is based on mileage not days.



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Transit Operations Report

- Total ridership for February 2026 was 33,217 passengers
 - Ridership is down from February 2025 ridership of 35,211 passengers
- The auction for our decommissioned vehicles is open until 04/26/26
- Met with Regional Mobility Committee, YMPO
- Attended the ADOT Listening Tour meeting in Yuma

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Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe

Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director



RIDERSHIP AND FARES

Period: 2/1/2025 to 2/28/2025

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopah	Vista	WC	Bikes	Guides	
Orange 2	615	252	0	73	28	244	101	11	0	21	1	159	7	0	0	1,225	43	40	5	57	0	2,820
Green 4	442	350	0	85	117	574	280	6	0	85	0	0	6	5	25	249	92	684	9	43	0	3,000
Green 4A	194	323	0	48	86	315	83	20	0	40	0	1	36	2	14	228	83	544	21	37	0	2,017
Blue 5	299	155	0	86	58	336	147	0	0	27	0	0	3	2	0	32	41	3	19	88	0	1,189
Purple 6	402	239	0	88	39	202	151	32	0	55	0	0	8	2	10	74	1,625	27	23	61	1	2,954
Gold 8	23	15	5	8	13	35	1	0	0	0	0	0	0	3	0	84	0	30	0	2	0	212
Silver 9	82	44	0	3	1	19	121	7	0	1	0	0	0	1	3	1,318	22	7	0	27	0	1,629
Turquoise 10	168	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	168
Yellow 95	8,734	5,603	3	626	299	1,757	1,711	135	0	194	1	75	90	21	5	1,178	347	411	51	331	2	21,187
Specials	0	0	0	0	0	0	0	0	0	0	0	35	0	0	0	0	0	0	0	0	0	35
Grand Total:	10,959	6,981	8	1,017	641	3,482	2,595	211	0	423	2	270	150	36	57	4,388	2,253	1,746	128	651	3	35,211

REVENUE:

Total Revenue: \$34,972.30
 Unclassified Revenue: \$875.17
 As a % of Total: 2.50%



RIDERSHIP AND FARES

Period: 2/1/2026 to 2/28/2026

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopah	Vista	WC	Bikes	Guides	
Orange 2	629	207	0	51	18	219	69	17	0	21	0	0	6	0	7	1,109	18	11	2	81	0	2,382
Brown 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Green 4	279	375	0	79	111	516	169	29	0	25	1	0	35	0	1	378	87	441	25	28	0	2,526
Green 4A	184	234	1	53	64	284	69	37	0	13	0	1	17	1	15	203	64	213	10	26	0	1,452
Blue 5	311	196	4	53	74	353	152	0	0	16	0	0	33	0	3	19	58	0	6	84	0	1,268
Purple 6	405	216	0	59	24	181	175	21	0	35	1	0	30	2	0	79	1,513	31	40	56	0	2,772
Gold 8	19	29	10	6	14	29	1	0	0	3	0	0	1	2	1	88	1	1	5	2	0	195
Silver 9	68	80	0	4	0	28	40	5	0	13	0	1	0	1	14	1,285	2	4	0	26	0	1,545
Turquoise 10	158	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	9	0	160
Yellow 95	8,863	5,496	0	646	266	1,591	885	297	0	404	0	2	132	5	20	1,640	400	270	116	374	3	20,917
Specials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total:	10,916	6,833	15	952	571	3,201	1,560	406	0	531	2	4	254	11	61	4,801	2,143	971	204	686	3	33,217

REVENUE:

Total Revenue: \$34,289.86
 Unclassified Revenue: \$731.43
 As a % of Total: 2.13%



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Brand Ambassador Report

March 11, 2026

Bus Wraps

- Lerner & Rowe Injury Attorneys reaffirmed their 4 large bus and 7 paratransit wraps. They are working on artwork updates.
- Rafi Law Group will reduce their agreement to 11 large buses due to the decommissioning of #151.
- Todd Craig Nova Home Loans informed us they will not renew their bus wrap contract, but we have strong local prospects to take over. We are currently negotiating with Deason Garner Hansen and have other prospects in line.
- We are working with our production vendor to schedule printing and installation, targeting late March to April for onsite wrap installs. Until we have client artwork, we cannot lock down the dates.

Bus Shelters

- Lerner & Rowe Injury Attorneys reaffirmed their multiple shelter ad panels. They are working on artwork updates. Lerner & Rowe provides and ships their own materials, but they pay YCAT to install.
- We added two shelters at Walmart San Luis to our network. Prospects have been identified and contacted, but the space has not yet been sold. The City of San Luis has expressed intent to use part of each shelter as in-kind should it remain unsold.

In-Kind Use of Shelters

- Use of in-kind ad space on shelters by Quechan Tribe's EDC department has sparked interest among other departments to the extent that EDC will now coordinate internally and be a single point of contact with YCAT.

Analysis: Advertising Payback Period for New Shelter - The Board of Directors requested analysis of the time it would take for advertising revenue to cover the cost of installing a new bus shelter. The attached report identifies:

- **Actual average revenue** currently generated by shelters, considering all negotiated rates, zero-dollar panels, and empty panels
- **Actual mix of configurations** for shelter advertising, i.e., identification of the specific ad panels available at each shelter location
- **Actual configuration revenue** generated by each different shelter configuration, including determination of types that yield higher income
- **Estimated shelter capex** for new shelter purchase and installation
- **Calculated payoff period** for shelter revenue to cover shelter cost

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- **Summary:** Using average negotiated rates and likely capital cost, the payback period for a new bus shelter would be 8.3 years.

Bus Shelter Revenue – Dashboard



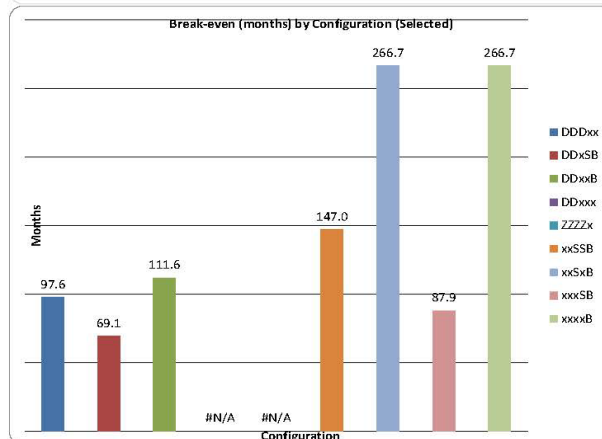
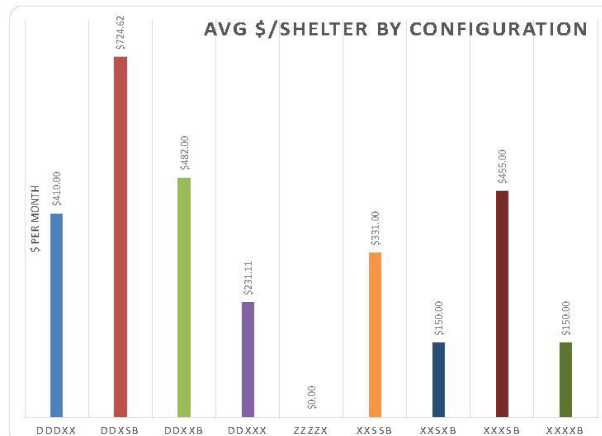
CONTROLS >	Area	All
	Configuration	All
	Scenario	Actuals
	CAPEX per Shelter (\$)	\$40,000
	Status	Selected 56 of 56 shelters — Area: All, Config: All, Scenario: Actuals
	Total Shelters (Selected)	56
	Average \$/Shelter/Month	\$401
	Total Network \$/Month	\$22,450
	Avg Break-even (months)	99.8
	Avg Break-even (years)	8.3

\$/Shelter by Configuration (Selected)

Configuration	Avg \$/Shelter
DDDxx	\$410.00
DDxSB	\$724.62
DDxxB	\$482.00
DDxxx	\$231.11
ZZZx	\$0.00
xxSSB	\$331.00
xxSxB	\$150.00
xxxSB	\$455.00
xxxxB	\$150.00

Break-even (months) by Configuration

Configuration	Break-even (months)
DDDxx	97.6
DDxSB	69.1
DDxxB	111.6
DDxxx	#N/A
ZZZx	#N/A
xxSSB	147.0
xxSxB	266.7
xxxSB	87.9
xxxxB	266.7



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MARKETING & OUTREACH

Foothills Service Needs Assessment

- Canvassed region to identify stakeholders and survey partners
- Confirmed 20 groups who will participate

Rancho Rialto RV	Sundance RV	Gloria de Cristo Lutheran
Westwind RV	Fortuna de Oro RV	Desert Grace Nazarene
Las Quintas RV	Ativo Senior Living	Foothills Assembly of God
Foothill Village RV	Avista Senior Living	Green Trees Grocery
Yuma Venture RV	Onvida Health	Best Western
Gila Mountain RV	Exceptional Healthcare	Foothills Library
Shangri-la RV	Gila Mountain UMC	
- Pending confirmation from 11 other groups

Bonita Mesa RV	Bio-Family Clinic	Walmart Supercenter
Caravan Oasis RV	Fry's Grocery	Comfort Inn
Rancho del Oro HOA	Sprouts Grocery	
Mesa del Sol HOA	Del Sol Market	
- Initiating door-to-door walkthrough to request poster placements at various small businesses, retail outlets, restaurants, etc.
- Development of online and paper materials
 - Short URL and QR codes <https://micro.page/ycat-foothills>
 - Digital survey in English or Spanish
 - Downloadable Materials

Hotel del Sol / Green 4 & 4B

- Development of online and paper materials
 - Short URL and QR codes <https://micro-page/ycat-downtown>
 - Official Announcement
 - Green 4 and 4B Schedules & Maps
 - Downtown Detours & Maps
 - Bus Stops Not Serviced List
 - Misc Signage
- Arrange media coverage with KYMA, Yuma Sun, and Jennifer Blackwell
- Send community wide info release

Other

- Completed community engagement and sponsorship activities in March:
 - 03/6-7/26 – *Midnight at the Oasis*, shuttles
 - 03/14/26 – *MCAS Yuma Air Show*, shuttles

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COMPLIANCE

- Continue to monitor compliance with ADA callouts, ride experience, and best practices. Share reports with staff.
- Perform regular bus inspections to monitor presentation and cleanliness.
- Carry out shelter inspections to monitor presentation, cleanliness, and advertisement status/condition.

Recommended Motion. N/A

Legal Counsel Review. N/A

Respectfully submitted,

Kirt Manuel, Brand Ambassador

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:

Shelly Kreger, Transit Director

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Summary Financial Report as of February 28, 2026

1st Bank Yuma Reconciled Account Balances

	As of 02/28/2026	As of 02/28/2025	Difference
Greyhound	6,747.30	3,824.58	2,922.72
General	37,334.24	32,967.37	4,366.87
Payroll	20,722.26	10,207.57	10,514.69
Fare Revenue	73,946.34	16,738.64	57,207.70
			-
	<u>Treasurers Account</u>		
YC Treasurers	103,706.15	117,018.17	(13,312.02)
<u>Greyhound Commissions</u>	200.84	168.20	32.64
<u>Fare Revenue</u>	35,694.17	37,549.37	(1,855.20)
<u>Accounts Receivable</u>	192,360.26	514,771.63	(322,411.37)
<u>Accounts Payable *</u>	1,607,293.25	1,917,831.97	(310,538.72)

*Accounts payable as of 2/28/2026 is \$1,607,293.25 which includes October and November, December, January RATP Dev

Yuma County Intergovernmental Public Transportation Auth.
A/P Aging Detail
As of February 28, 2026

11:42 AM
03/16/2026

	Type	Date	Num	Name	Due Date	Class	Split	Aging	Open Balance
Current	Bill	02/01/2026	168560448763	Commute with Enterprise	02/28/2026		50301-3 · Vanpool Subsidy		9,900.00
	Bill	01/30/2026	781	Victor's Excavation & Demolition LLC	03/01/2026		50499-4 · Misc Materials & Supplies		300.00
	Bill	01/31/2026	778613	FRUTH GROUP	03/02/2026		50906 · Finance Charges/Penalties		5.00
	Bill	02/01/2026	CW38867	FRUTH GROUP	03/03/2026		50303-3 · IT Support/Web Development		1,979.76
	Bill	02/01/2026	February 2026	Benesch, Shadle & White, PLC	03/03/2026		50303-1 · Legal Services		1,200.00
	Bill	02/17/2026	2026-00000060	City of Yuma (Health Ins)	03/03/2026		50203 · Health Insurance		6,450.30
	Bill	02/05/2026	26-0205YCIPTA	Solutions for Transit	03/05/2026		50305-1 · Contract Costs		2,916.66
	Bill	02/15/2026	8111	Big Cat Advertising	03/08/2026		50302 · Advertising		2,216.67
	Bill	01/23/2026	12OYU25	RATP DEV	03/09/2026		-SPLIT-		391,134.90
	Bill	02/10/2026	1028948391	Pitney Bowes.	03/12/2026		50499-1 · Office Supplies		81.47
	Bill	02/10/2026	3107658129	Pitney Bowes.	03/12/2026		51212-2 · Leases Rental Equipment		70.40
	Bill	02/12/2026	772503454	Century Link Business Services	03/14/2026		50999-5 · Telephone/Internet		3.15
	Bill	02/01/2026	CL49248	Sellers Petroleum	03/15/2026		-SPLIT-		17,188.73
	Bill	02/13/2026	February 2026	Century Link.	03/15/2026		50999-5 · Telephone/Internet		262.36
	Bill	02/15/2026	0049248-IN	Sellers Petroleum	03/15/2026		50401 · Fuel, Oil, Lubricants		864.82
	Bill	02/25/2026	February 2026	City of Yuma Utility Services	03/16/2026		50502-2 · Water - Offices		141.14
	Bill	02/16/2026	February 2026	Purchase Power	03/18/2026		50499-2 · Postage		60.00
	Bill	02/17/2026	01OYU26	RATP DEV	03/19/2026		-SPLIT-		381,555.12
	Bill	02/03/2026	Feb 2026- Jan 2027	Truly Nolen	03/20/2026		50305-7 · Grounds Keeping/Pest Control		467.40
	Bill	02/21/2026	189540901022126	Time Warner Cable	03/23/2026		50999-5 · Telephone/Internet		129.99
	Bill	02/24/2026	788292	FRUTH GROUP	03/26/2026		50499-3 · Printing		159.22
	Bill	02/25/2026	0466-002742531	Republic Services	03/27/2026		50502-1 · Refuse Disposal		302.11
	Bill	02/25/2026	Stmnt End 2/25/26	U.S. Bank Corporate Payment Center	03/27/2026		20101-5 · US Bank - Carol Purchasing		1,246.10
	Bill	02/26/2026	Stmnt End 2/26/2026	U.S. Bank Corporate Payment Center	03/28/2026		20101-9 · US Bank - Shelly Purchasing		1,111.02
	Bill	02/27/2026	789643	FRUTH GROUP	03/29/2026		50906 · Finance Charges/Penalties		5.00
	Bill	02/27/2026	7183	San Luis News	03/29/2026		50302 · Advertising		498.20
	Bill	02/27/2026	February 2026-11-142	Benesch, Shadle & White, PLC	03/29/2026		50303-1 · Legal Services		525.00
	Bill	02/28/2026	February 2026	APS	03/30/2026		50501 · Electricity		1,036.40
	Bill	02/28/2026	CL49664	Sellers Petroleum	03/30/2026		-SPLIT-		16,904.09
	Bill	02/28/2026	0049664-IN	Sellers Petroleum	03/30/2026		50401 · Fuel, Oil, Lubricants		822.74
Total Current									839,537.75
1 - 30									
Bill	02/13/2026	70809	Sign Pro	02/13/2026		50499-3 · Printing		15	252.75
Total 1 - 30									252.75
31 - 60									
Bill	11/28/2025	11OYU25	RATP DEV	01/26/2026		-SPLIT-		33	363,768.60
Total 31 - 60									363,768.60
61 - 90									
Bill	10/30/2025	10OYU25	RATP DEV	12/24/2025		-SPLIT-		66	403,734.15
Total 61 - 90									403,734.15
> 90									
Total > 90									
TOTAL									1,607,293.26

Yuma County Intergovernmental Public Transportation Auth.
A/R Aging Detail
As of February 28, 2026

11:30 AM
03/16/2026

Type	Date	Num	Name	Due Date	Class	Aging	Open Balance
Current							
Invoice	02/02/2026	WACOGJAN27	Food City #127	03/04/2026	Fare Revenue:YCAT Fare Revenue		570.00
Invoice	02/05/2026	RAFI-JAN26	Rafi Law Group	03/07/2026			12,000.00
Invoice	02/05/2026	OTM-JAN26	On Target Media	03/07/2026	Advertising		20,960.00
Invoice	02/05/2026	JAN-AD-0126	Project X Media, Inc.	03/07/2026	Advertising		3,410.00
Invoice	02/17/2026	QIT-JAN26	Quechan Indian Tribe (c)	03/19/2026	Transit Passthrough		44,964.78
Invoice	02/17/2026	CUT-JAN26	Cocopah Tribe (c)	03/19/2026	Transit Passthrough		35,642.86
Invoice	02/20/2026	Q-020926	Quechan Indian Tribe (c)	03/22/2026			96.00
Total Current							117,643.64
1 - 30							
Invoice	02/02/2026	WACOGJAN26	WACOG	02/02/2026	Match Funds	26	4,480.00
Invoice	02/05/2026	JAN-2026	Cord Media	02/05/2026	Advertising	23	2,730.00
Invoice	01/13/2026	GTG-1231	Green Trees Grocery	02/12/2026		16	558.75
Invoice	01/13/2026	CUT-DEC25	Cocopah Tribe (c)	02/12/2026	Transit Passthrough	16	36,427.94
Invoice	01/13/2026	CUT-DEC26	Quechan Indian Tribe (c)	02/12/2026	Transit Passthrough	16	59,120.45
Total 1 - 30							103,317.14
31 - 60							
Invoice	12/10/2025	QIT-NOV25	Quechan Indian Tribe (c)	01/09/2026	Transit Passthrough	50	52,355.69
Invoice	12/26/2025	DEC-25	Food City #127	01/25/2026	Fare Revenue:YCAT Fare Revenue	34	750.50
Credit Memo	01/26/2026	JAN-2026	Nova Home Loans	01/26/2026		33	-1,536.00
Total 31 - 60							51,570.19
61 - 90							
Total 61 - 90							
> 90							
General Journal	06/30/2014	SKFY14 EOY	Genral Journal Entry				-0.01
General Journal	06/30/2016	SKFY14 EOYR	Genral Journal Entry				0.01
General Journal	06/30/2018	CM18JUN19	Creative Bus Sales, Inc-A/R				28,242.34
General Journal	07/01/2018	CM19JUL09	Creative Bus Sales, Inc-A/R				-28,242.34
Invoice	11/30/2023	FTANOV23-7	FTA	11/30/2023	AZ-2023-001-00	821	32.00
Payment	01/09/2024	TR#175459-175460	Quechan Indian Tribe (c)				-8.92
Credit Memo	02/29/2024	FEB24-A4	FTA	02/29/2024	AZ-2023-001-00:Other 3rd Party Contractual Sei	730	-69.00
Invoice	06/30/2024	JUN24-A4-2	FTA	06/30/2024	AZ-2023-001-00	608	32.00
General Journal	07/01/2024	MG24JUL01	Cocopah Tribe (c)		Match Funds		-80,124.79
Payment	08/12/2024	TR#178781	FTA				-32.00
Total > 90							-80,170.71
TOTAL							192,360.26

	<u>Mar 26</u>	<u>Budget</u>	<u>Jul '25 - Mar 26</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income					
40000 · Intergovernmental					
40700 · Miscellaneous Revenues					
40799-3 · Advertising Sales	212,329.18	36,759.16	524,710.06	330,832.44	441,109.92
40799-4 · Greyhound Commisions - YCII	502.88	291.66	3,786.44	2,624.94	3,499.92
40799-5 · Interest	9.73	333.33	1,562.17	2,999.97	3,999.96
40799-6 · Miscellaneous Revenues	329.58	291.66	758.91	2,624.94	3,499.92
40700 · Miscellaneous Revenues - Other	0.00		53.00		
Total 40700 · Miscellaneous Revenues	213,171.37	37,675.81	530,870.58	339,082.29	452,109.72
40900 · Local Funding					
40900-1 · Local Cash Match	0.00	25,408.91	0.00	228,680.19	304,906.92
40900-2 · Local Transit Dues	0.00	70,926.91	1,039,356.32	638,342.19	851,122.92
40900-4 · Contributions Public Entities	0.00	10,038.33	119,770.00	90,344.97	120,459.96
40900-5 · Tribal Route Income	0.00	78,100.16	657,269.82	702,901.44	937,201.92
Total 40900 · Local Funding	0.00	184,474.31	1,816,396.14	1,660,268.79	2,213,691.72
41101 · State Grants					
41101-1 · ADOT 5311	121,300.91	152,750.41	435,484.20	1,374,753.69	1,833,004.92
Total 41101 · State Grants	121,300.91	152,750.41	435,484.20	1,374,753.69	1,833,004.92
41300 · Federal Grant Revenue					
41399-1 · FTA 5307	0.00	255,126.91	1,338,431.00	2,296,142.19	3,061,522.92
41399-4 · STP Capital Grant	0.00	72,190.00	0.00	649,710.00	866,280.00
Total 41300 · Federal Grant Revenue	0.00	327,316.91	1,338,431.00	2,945,852.19	3,927,802.92
Total 40000 · Intergovernmental	334,472.28	702,217.44	4,121,181.92	6,319,956.96	8,426,609.28
41000 · Charges for Service					
40100 · Fare Revenue					
40101 · YCAT Fares	17,585.74	38,000.00	299,934.32	342,000.00	456,000.00
40190 · On Call Fares	0.00	350.00	1,766.68	3,150.00	4,200.00
40191 · Fare Revenue - Other	0.00		14.01		
Total 40100 · Fare Revenue	17,585.74	38,350.00	301,715.01	345,150.00	460,200.00

Total 41000 · Charges for Service	<u>17,585.74</u>	<u>38,350.00</u>	<u>301,715.01</u>	<u>345,150.00</u>	<u>460,200.00</u>
Total Income	<u>352,058.02</u>	<u>740,567.44</u>	<u>4,422,896.93</u>	<u>6,665,106.96</u>	<u>8,886,809.28</u>
	352,058.02	740,567.44	4,422,896.93	6,665,106.96	8,886,809.28
Expense					
50100 · Salaries and Wages					
50102 · Regular Salaries and Wage	0.00	35,398.16	277,859.82	318,583.44	424,777.92
50104 · Regular Salaries Paid Leave	0.00		19,944.04		
Total 50100 · Salaries and Wages	<u>0.00</u>	<u>35,398.16</u>	<u>297,803.86</u>	<u>318,583.44</u>	<u>424,777.92</u>
50200 · Fringe Benefits					
50201 · FICA- SS & Medicare	0.00	3,933.16	23,092.38	35,398.44	47,197.92
50202 · ASRS	0.00	4,247.75	34,646.92	38,229.75	50,973.00
50203 · Health Insurance	0.00	8,200.08	56,844.15	73,800.72	98,400.96
50204 · FUTA	0.00	245.00	315.38	2,205.00	2,940.00
50205 · Life Insurance	-242.35	3,933.16	964.65	35,398.44	47,197.92
50208 · Workers Compensation Ins	0.00	125.00	740.00	1,125.00	1,500.00
Total 50200 · Fringe Benefits	<u>-242.35</u>	<u>20,684.15</u>	<u>116,603.48</u>	<u>186,157.35</u>	<u>248,209.80</u>
50300 · Services					
50301-1 · ADA Paratransit	0.00	21,892.25	131,661.44	197,030.25	262,707.00
50301-2 · Accounting & Audit	0.00	2,916.66	0.00	26,249.94	34,999.92
50301-3 · Vanpool Subsidy	9,900.00	10,500.00	90,000.00	94,500.00	126,000.00
50302 · Advertising	-2,287.70	4,166.66	908.94	37,499.94	49,999.92
50303-1 · Legal Services	1,200.00	1,250.00	10,252.50	11,250.00	15,000.00
50303-2 · Cash Handel/Payroll Processing	102.71	208.33	2,631.96	1,874.97	2,499.96
50303-3 · IT Support/Web Development	1,997.76	2,083.33	16,707.43	18,749.97	24,999.96
50305-0 · Bus Contractor	0.00	365,898.08	2,451,918.69	3,293,082.72	4,390,776.96
50305-1 · Contract Costs	2,916.66	5,083.33	28,703.86	45,749.97	60,999.96
50305-2 · Equipment Maintenance	0.00	250.00	11,293.97	2,250.00	3,000.00
50305-3 · Office Equip Repair	0.00	150.00	1,959.25	1,350.00	1,800.00
50305-4 · Vehicle Repair & Maintance	0.00	6,666.66	108,002.87	59,999.94	79,999.92
50305-5 · Building Repairs & Maintance	0.00	1,500.00	1,880.91	13,500.00	18,000.00
50305-6 · Communications/Radio Service	0.00	1,666.66	18,816.00	14,999.94	19,999.92
50305-7 · Grounds Keeping/Pest Control	0.00	41.66	467.40	374.94	499.92

50305-8 · Software Updates/Maintenance	0.00	7,333.33	45,745.20	65,999.97	87,999.96
50307 · Security Services	0.00	41.66	2,387.52	374.94	499.92
Total 50300 · Services	13,829.43	431,648.61	2,923,337.94	3,884,837.49	5,179,783.32
50400 · Materials and Supplies					
50401 · Fuel, Oil, Lubricants	0.00	54,166.66	332,826.64	487,499.94	649,999.92
50499-1 · Office Supplies	4.13	250.00	3,755.98	2,250.00	3,000.00
50499-2 · Postage	0.00	83.33	697.84	749.97	999.96
50499-3 · Printing	0.00	2,083.33	3,746.04	18,749.97	24,999.96
50499-4 · Misc Materials & Supplies	0.00	125.00	1,663.69	1,125.00	1,500.00
Total 50400 · Materials and Supplies	4.13	56,708.32	342,690.19	510,374.88	680,499.84
50500 · Utilities					
50501 · Electricity	0.00	1,500.00	10,246.31	13,500.00	18,000.00
50502-1 · Refuse Disposal	0.00	283.33	2,765.18	2,549.97	3,399.96
50502-2 · Water - Offices	0.00	150.00	1,088.13	1,350.00	1,800.00
50502-3 · Water-Land	0.00	333.33	2,312.50	2,999.97	3,999.96
Total 50500 · Utilities	0.00	2,266.66	16,412.12	20,399.94	27,199.92
50600 · Casualty and Liability Insuranc					
50608-1 · Gen Liab Insurance	0.00	583.33	5,367.92	5,249.97	6,999.96
50608-2 · Prof. Liability Insurance	0.00	791.66	7,124.93	7,124.94	9,499.92
50608-3 · Automobile Insurance	0.00	750.00	6,755.09	6,750.00	9,000.00
50608-4 · Property Insurance	0.00	50.00	500.99	450.00	600.00
Total 50600 · Casualty and Liability Insuranc	0.00	2,174.99	19,748.93	19,574.91	26,099.88
50900 · Miscellaneous Expenses					
50901 · Memberships/Dues/Subscriptions	0.00	1,666.66	26,312.56	14,999.94	19,999.92
50902 · Travel Expenses	0.00	2,083.33	7,940.12	18,749.97	24,999.96
50906 · Finance Charges/Penalties	5.00	20.00	1,632.01	180.00	240.00
50999-1 · License and Permits	0.00	8.33	80.00	74.97	99.96
50999-2 · Training/Education	0.00	1,250.00	3,150.00	11,250.00	15,000.00
50999-3 · Other Misc Expense	0.00	291.66	6,207.90	2,624.94	3,499.92
50999-5 · Telephone/Internet	0.00	433.33	5,712.22	3,899.97	5,199.96
50900 · Miscellaneous Expenses - Other	0.00		3.29		
Total 50900 · Miscellaneous Expenses	5.00	5,753.31	51,038.10	51,779.79	69,039.72

51200 · Leases and Rentals					
51212-1 · Building Lease	4,400.00	4,400.00	39,600.00	39,600.00	52,800.00
51212-2 · Leases Rental Equipment	0.00	29.16	411.20	262.44	349.92
51212-4 · Lease	2,000.00	2,000.00	18,000.00	18,000.00	24,000.00
Total 51200 · Leases and Rentals	<u>6,400.00</u>	<u>6,429.16</u>	<u>58,011.20</u>	<u>57,862.44</u>	<u>77,149.92</u>
51600 · Capital Outlay					
51600-3 · Buildings/Mutli Modal Center	0.00	87,824.58	369,399.26	790,421.22	1,053,894.96
51600-5 · Automobiles	0.00	29,166.66	0.00	262,499.94	349,999.92
51600-6 · Furniture and Equipment	0.00	64,789.25	35,933.07	583,103.25	777,471.00
Total 51600 · Capital Outlay	<u>0.00</u>	<u>181,780.49</u>			
Total Expense					