

**Yuma County Intergovernmental
Public Transportation Authority (YCIPTA)**

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Number: 2018-03

**Name of Project: Automated Fare Collection System,
including Automatic Passenger Counters**

Issued	12:00 pm, Monday, November 19th, 2018
Pre-proposal Meeting	2:30 pm, Monday, December 3rd, 2018
Proposals Due	4:00 pm, Wednesday, December 19th, 2018

Contact:

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SECTION 1 – GENERAL INFORMATION

This Request for Proposal (RFP) is posted on the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) website (<https://www.ycipta.org/procurement-opportunities.html>) for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose.

Yuma County Intergovernmental Public Transportation Authority (YCIPTA) requests written proposals to replace its current fare box system and implement an Automated Fare Collection System as well as Automated People Counters. YCIPTA currently has an estimated 28 drop style fare boxes and is completing validation of passes through manual inspection. YCIPTA does not currently have automated people counters. The new system must be reliable, flexible, easy to use, supportable, secure, and compatible with other systems such as any implemented Automatic Passenger Counter (APC). Proposals are to include all labor, material, tools, staff training, equipment, and incidentals necessary to provide YCIPTA with an Automated Fare Collection System as required in accordance with specifications stated herein.

This project is financed in part with Federal funds and requires compliance with applicable laws and regulations as specified in applicable Federal terms, conditions and provisions incorporated herein.

Whether this solicitation is an Invitation for Bids (IFB) or Request for Proposals (RFP), as well as in the resulting contract, we may interchangeably use the terms "bid," "offer" or "proposal" to mean your response to this solicitation. Also, we may interchangeably use the terms "offeror," "bidder" or "proposer" meaning you as the responder to this solicitation. In addition, the terms "successful offeror," "successful bidder," "successful proposer," "supplier," "vendor" and "contractor" have the same meaning as the party to which a contract is awarded.

1.2 Non-Mandatory Pre-Bid Conference.

Offerors are encouraged to attend or call-in to the pre-proposal conference on **Monday, December 3rd at 2:30 pm Arizona time** to discuss information about the project, the bid requirements and process, and to discuss particular questions that may occur as a result of review of this RFP. The pre-bid conference will be held at YCIPTA's facility at 2715 E. 14th St., Yuma, AZ 85365 and will include access to a bus for viewing. Call-in information is as followed: Join meeting on a computer, tablet, or smartphone at <https://global.gotomeeting.com/join/928358965> or Dial in at 1-646-749-3112 use Access Code: 928-358-965. If this is your first GoToMeeting please do the system check below: <https://link.gotomeeting.com/system-check>.

1.3 Background.

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) was 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, formerly known as Greater Yuma Area Dial-A-Ride, 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) has 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. As of July 2012, YCIPTA is now the administrator of YCAT.

YCAT operates eleven fixed routes and a demand responsive service throughout the southwestern quadrant of Yuma County and portions of eastern Imperial County with limited services to El Centro, California. YCAT generally operates Monday-Friday from 5:50 am to approximately 7:30 pm with headways every 30 to 60 minutes and on Saturday from 9:15 am to 6:30 pm with headways every 60 to 120 minutes. There is no service on Sundays or major holidays at this time. These services are provided under a contractual arrangement with RAPT Dev USA, LLC.

YCAT is currently operating 29 buses. 20 buses are powered by diesel and used on YCAT fixed routes. 6 small buses and 3 vans are powered by gasoline and used on YCAT OnCall and neighborhood YCAT routes. All buses and vans are owned by YCIPTA and were purchased with FTA and ADOT funding.

YCIPTA's current fare boxes and fare validation system are more than fifteen (15) years old, using non-registering drop box units. Manual validation of passes lacks the benefits of current technology available for automated validation that would be advantageous to YCIPTA's operations and data collection. As a result, YCIPTA is interested in automating the fare collection system. In tandem with this, YCIPTA sees the opportunity to update its fare processes in order to take advantage of new equipment and adopt from the current state-of-practice in fare collection. YCIPTA is open to replacing entire system should the solution be deemed advantageous, cost be deemed reasonable and if adequate funding is available.

In general, the enhanced fare collection system envisioned for YCIPTA includes, but is not limited to:

- New fare validation and collection system with associated probing/data transfer and potentially cash receiver equipment;
- New on-board fare validators/readers, integrated with the new fare boxes or as stand-beside units;
- New fare collection system central software;
- Acceptance of machine-readable fare media in the form of mag-stripes, smart cards, smart stickers and validated cash fare payment;
- Eliminating all existing paper fare media that requires manual validation;
- Fare media issuance and fare option sales/revaluing through operated attended fare sales infrastructure, selected third party attended outlets, and internet service as well as vending solutions at prime locations;
- Enabling student cards (or other passenger smart cards, such as employee identification cards) as smart media through issuing a smart sticker to be adhered to the item, including the ability to provide custom printed smart cards and smart stickers to selected distributors and passengers using a printer/encoder; and
- Automatic Passenger Counter (APC) - either a “module” to proposed fare system which contains an APC or the ability to integrate with another on-board APC system.

1.4 Action Dates

All times provided are to be considered Arizona time.

Milestone	Date(s)
Issue RFP	Monday, November 19th, 2018 – 12:00 pm
Pre-Proposal Conference	Monday, December 3rd, 2018– 2:30 pm
Deadline for Offeror’s Questions	Friday, December 7 th , 2018 – 5:00 pm
YCIPTA Response to Questions	Wednesday, December 12th, 2018 – 5:00 pm
Proposal Due Date	Wednesday, December 19th, 2018 – 4:00 pm
Evaluations/Demonstrations, <i>if desired</i>	TBD
Contract Award	TBD
Kick-off Meeting	Within 10 days of Notice to Proceed
Provide Proof of Insurance	10 days after award
Commence Delivery/Installation	TBD
Complete Installation	TBD

The awarded contractor will not commence work until a meeting between contractor representatives and YCIPTA is held. The meeting shall be held at the YCIPTA Main Office in Yuma, AZ at a date and time to be established.

1.5 Questions regarding RFP.

All questions concerning the RFP may be directed to Shelly Kreger, Transit Director at skreger@ycipta.az.gov.

Questions must reference the appropriate page and section number and must be submitted by the deadline set forth in Section 1.4 above. YCIPTA will not respond to questions received after the deadline. YCIPTA’s responses to Offeror’s questions will be posted on YCIPTA’s website. YCIPTA reserves the right to amend answers prior to the offeror’s submission deadline.

Offerors must notify YCIPTA of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If an Offeror fails to notify YCIPTA of these issues, it will submit an offer at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest YCIPTA's interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error or its later correction.

SECTION 2 - INSTRUCTION TO OFFERORS

2.1 Submittal Deadline.

Completed proposals, including any applicable addendums, should be **sealed and clearly marked**: RFP 2018-03, Automated Fare Collection System and must be delivered no later than **4:00 pm, Wednesday, December 19th, 2018** to:

YCIPTA
Attn: Shelly Kreger
2715 E. 14th St
Yuma, AZ 85365

The Offeror's company name and address shall appear in the upper left corner of the package.

2.2 Conditions, Exceptions, Reservations or Understandings.

Proposers are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP.

Any and all deviations must be explicitly, fully and separately stated in the Proposal, setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by YCIPTA. All deviations shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Proposer receiving a less favorable evaluation than without the deviation.

2.3 Proposal Response.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1", "Alternate Proposal 2", etc. Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP.

Offerors are responsible for making certain their proposals are received by YCIPTA on or before the Proposal Submittal Deadline. The receiving time in YCIPTA (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

The attached Bidders List Form must be properly executed, with all blank spaces filled in, signatures in longhand, and without line-outs, alteration, or erasure. Each proposal must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Offers by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the partners of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing will also be typed or printed on the form. An offer by a person, who affixes to his signature the word "President", "Secretary", "Agent" or other designation, without disclosing his principal, may be held to the bid of the individual signing. When requested by YCIPTA, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

Any proposal conditioned in whole or in part on the revision or omission of any requirement or provision in the solicitation or on the inclusion of an escalation clause or any other requirement or provision not contained in the solicitation will be rejected unless this procurement is negotiated.

Each proposal will be received with the understanding that acceptance by YCIPTA of the bid to provide the goods and services described herein shall constitute a contract between the Offeror and YCIPTA which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.

A proposal may be withdrawn by written request received from the Offeror prior to the time set for Proposal Due Date. The Offeror may not withdraw its bid for a period of 90 calendar days after the Proposal Due Date. If award is delayed in whole or part beyond that period, such award shall be conditioned on the Offeror's acceptance.

2.4 Proposal Content/Format.

To be considered responsive, proposals should address all items identified in this section.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and the needs of YCIPTA. Elaborate or unnecessarily lengthy documents are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Present your proposal response in the order that the items are listed, identifying each response by the number. To conserve resources we ask that proposals be duplexed when possible.

Please submit one (1) original, marked "MASTER," and five (5) identical copies of the proposal, for a total of six (6) and one (1) CD or other storage media, containing an electronic PDF copy of the proposal to YCIPTA. In case of any discrepancies, the "MASTER" will be considered by YCIPTA in evaluating the proposal, and the electronic version is provided for YCIPTA's administrative convenience only. Envelopes containing the original, copies and storage media should be marked in accordance with the direction found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER" YCIPTA reserves the right to use the original as the MASTER. If no document can be identified as an original, bearing original signatures, the proposal may be rejected at the discretion of YCIPTA.

Answer on standard 8.5" X 11" pages. Proposals should include the following and be submitted in the order presented:

- a. **Cover Letter**. Indicate the Offeror's interest in entering into a contract with YCIPTA for the "Scope of Work" described herein. Address any concerns or indicate lack of concerns you have with the requirements and, as addressed below, any General Provisions and Other Provisions that would be included in a contract. Include a certification that states you agree to exert your "best efforts" in fulfilling your responsibilities under a contract to support YCIPTA with the Scope of Work described above and a statement certifying by signature that all the information within your proposal is "true and correct to the best of your knowledge and belief".
- b. **General Background**. Include the date your firm went into business, its growth pattern, types of services provided, number of personnel employed, and number of personnel specializing in the type of labor required for services of the type described under Section III "Requirements" below. Identify organization affiliations and licenses held which pertain to the work specified in support of YCIPTA.
- c. **Key Personnel**. Provide resumes for proposed key personnel, both supervisory and technical. Field personnel should be included. Resumes must include education, experience, background, accomplishments and other pertinent information.
- d. **Client References**. Provide a list of transit agencies, preferably similar size

agencies that currently own and operate your equipment. Provide at least three agencies. Include name, address, and phone number of transit agency and date of purchase/install. On-board visits may occur in order to evaluate and gather information pertaining to real-time use of the equipment proposed. Include name

and phone number of individual able to discuss performance and reputation of the equipment.

- e. **Scope Explanation.** Provide a detailed explanation and description of how Offeror will accomplish each task specified in Exhibit I- Scope of Work. Formatting of all information and documentation is left to the discretion of the Offeror. However, proposals should fully address each task and include the following issues:
1. Executive Summary
 2. System Overview
 3. Hardware Description
 4. Software Description
 5. Implementation and Training
 6. System Maintenance and Support
 7. Management Reports
- f. **Contract.** Award is contingent upon the successful negotiation of final contract terms. Offerors shall review all terms and condition herein. Any comments/exceptions to these terms and conditions must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Deviations considered excessive by YCIPTA may reduce or eliminate an Offeror.
- g. **Compensation/Pricing.** The proposal should contain all pricing information relative to system pricing and/or performance of the services as described in this RFP. **All costs must be detailed.** No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.
- h. **Addendum Acknowledgement.** If applicable, the proposal should contain signed copies of addendums.

2.5 Modification of Proposals.

Any Offeror who wishes to make modifications to a proposal already received by YCIPTA must withdraw its proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals at any time prior to the Proposal Due Date

and time by submitting notification of withdrawal signed by the Offeror's authorized agent.

Proposals cannot be changed or modified after the Proposal Due Date.

2.6 Opening of Proposals.

Proposals will be opened publicly and only the name and address of companies submitting proposals will be read. Proposals (excluding proprietary information clearly marked "proprietary information") and pricing will be made public and may be inspected at the time of award.

2.7 Examination of the Request for Proposal.

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Offerors from any obligation with respect to this proposal.

2.8 Evaluation of Proposals.

Proposals will be evaluated on the Offeror's technical ability and cost. The contract will be awarded to the responsive, responsible Offeror with the best value offer, price and other factors considered. "Other factors" include, but may not be limited to, an Offeror's technical capability and verifiable level of responsibility to carry out the required project. YCIPTA will be the sole judge as to the definition and interpretation of the terms "responsible," "responsive" and "best value." See Exhibit II for specifics.

2.9 Proposal Validity.

Proposals submitted hereunder shall be firm for 90 calendar days from the Proposal Due Date unless otherwise qualified.

2.10 Required Proposal Contents.

The applicable documents, forms and certifications required in an adequate bid for this solicitation are located in Section III. Offerors should submit their offers to include the elements specified in Section III.

2.11 Changes to this Solicitation.

Any interpretation or correction of this solicitation including its descriptions and specifications will only be made by written addenda. Any addenda issued during the time of bidding shall be considered in the bid and be made part of the contract. Receipt

of such addenda, if any, shall be acknowledged by the Offeror in the space provided on the Proposal Form.

2.12 Contract Document.

This RFP, including any addenda, will become part of the contract document by inclusion of a cover page/notice to proceed incorporating applicable information from the successful Offeror's bid and which will have been signed by the appropriate YCIPTA authority. The resulting contract will be firm fixed price.

2.13 Proof of Responsibility.

An Offeror, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the IFB/RFP.

2.14 Failure to Respond.

YCIPTA may remove from mailing lists for future IFBs/RFPs, for an undetermined period of time, the name of any Offeror for failure to accept a contract, failure to respond to two (2) consecutive IFBs/RFPs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

2.15 Protest Procedures.

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

a. Address. All protests must be addressed as follows:

YCIPTA
Attn: Shelly Kreger, Transit Director
2715 E. 14th St.
Yuma, AZ 85365

Protests not properly addressed to the address shown above may not be considered by YCIPTA.

Copies of YCIPTA's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from YCIPTA 2715 E. 14th St., Yuma, AZ 85365. Proposals will be opened and a Notice of Award will be issued by YCIPTA in accordance with YCIPTA's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor.

2.16 Pre-Contractual Expenses.

Expenses incurred by the Offeror to prepare a proposal, submit it, conduct negotiations and other expenses incurred in proposal preparation are the Offeror's liability and shall not be included as part of the proposal.

2.17 Permits and Inspection Costs.

The Contractor that wins the award shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency. YCIPTA shall reimburse the Contractor for actual cost of applicable permits based on Contractor submission of a proper invoice to which shall be attached copies of the actual paid receipts for permit expenses.

2.18 Post Proposal Interview.

Offerors may be invited to attend on-site interview with YCIPTA personnel to review questions concerning their proposal. At least five (5) working days' notice will be given.

2.19 Additional Information.

If during the evaluation process, YCIPTA is unable to determine as Offeror's ability to perform, YCIPTA has the option of requesting any additional information which YCIPTA deems necessary to determine the Offeror's ability. The Offeror will be notified and permitted five (5) working days to comply with any such request.

2.20 Financial Capability.

Financial stability is required for consideration as a responsible Offeror. Offeror shall submit information indicative of its ability to perform by providing credit and client references as indicated in Section 2.4.

2.21 Reservation of Rights.

YCIPTA reserves the following rights if using them will be more advantageous to YCIPTA:

- a. Accept or reject any and all bids, or any item or part thereof.
- b. Waive any informalities or irregularities in bids.
- c. Withdraw this IFB/RFP at any time without prior notice.
- d. Not award a contract to any Offeror responding to this IFB/RFP.

2.22 Taxes.

State and Local sales taxes are applicable to goods and material, but not to services.

SECTION 3 – REQUIREMENTS

3.1 General Description/Specifications.

This is a procurement for an Automated Fare Collection System for **Yuma County Intergovernmental Public Transportation Authority (YCIPTA)** located at 2715 E. 14th St., Yuma, AZ 85365. Proposals are to include all labor, materials, tools, equipment and incidentals necessary to implement an Automated Fare Collection System including Automatic Passenger Counters on behalf of YCIPTA, in accordance with Exhibit I-Scope of Work, attached.

3.2 Cooperative Purchasing Agreement

A contract resulting from this RFP may be extended for use to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer.

3.3 Assignability.

YCIPTA may, at any time, assign its right for ordering a portion of the base quantity or option quantity of automated fare collection system or automatic people counter to other transit properties or governmental agencies. This assignability clause shall pertain to any unused portion of the base and/or optional units specified, within the option period as specified by this document.

3.4 Substitutions – Brand Name or Equal.

Manufacturer's name, trade names, model or catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any item; such bids shall state brand name and numbers and include detailed specifications and attached to proposal.

Acceptance of a substitute is entirely at the discretion of YCIPTA and subject to the following qualifications:

1. Equal in quality of materials used, in structural strength and in details of construction.
2. Equal in productive and mechanical performance.
3. Equal in finish, or in characteristics permitting specified finish to be applied.
4. Availability of replacement parts and maintenance service.

3.5 Delivery.

Time is of the essence for this project. The Contractor shall be ready to begin services after award of contract or notice to proceed. The Contractor shall give YCIPTA not less than 48 hours advance notice of the start of any work. If YCIPTA requests any installation schedules, the Contractor shall provide them within five (5) calendar days after the request is made. Failure to complete assigned project with the time allowed may result in the cancellation of the purchase order.

3.6 Disadvantaged Business Enterprise (DBE) Requirements.

No DBE goal is established for this procurement.

The Offeror shall indicate on the attached "Information to Be Provided by Offeror" form whether it is an eligible DBE. If the Offeror attests to being a DBE, a copy of the document that certifies it as a DBE shall be provided with its bid.

3.7 Prevailing Wages.

As this contract is funded with federal funds, this contract is also subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., the Copeland "Anti-Kickback" Act 29 CRP Part 3 and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this contract are paid the correct rate of prevailing wages. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

3.8 Contract Work Hours and Safety Standards Act.

Pursuant to 29 CFR 5.5, the following provisions apply to this contract:

a. 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.

b. Violation; Liability for Unpaid Wages; Liquidated Damages - In the event of any violation of the clause set forth in paragraph "a" above 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 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 paragraph "a" above, 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 “a” above.

c. **Withholding for Unpaid Wages and Liquidated Damages** - 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 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 “b” above.

d. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.

3.9 Subcontracts.

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

3.10 Insurance.

The Contractor shall at its own cost and expense, procure and maintain during the term of this agreement the insurance as listed in Exhibit III titled “**Insurance Requirements.**”

The Contractor shall, within ten (10) days of notice of award of the contract, provide YCIPTA or other agencies with Certificates of Insurance to include the coverage required on Exhibit III. The certificates for coverage in subparagraphs ‘a’ and ‘b’ shall make provision for cross liability and contain all required language as per Exhibit III.

3.11 Workers' Compensation.

Contractor shall provide proof of Workers Compensation insurance and coverage as required by the State of Arizona and detailed in Exhibit III.

3.12 Hold Harmless and Indemnity.

Contractor shall indemnify, defend (with counsel reasonably acceptable to YCIPTA) and hold harmless YCIPTA, its officers, directors, employees and agents from and against any and all claims (including Attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct, or otherwise, of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of the contract resulting from this RFP.

3.13 Invoices, Payment and Cash Discount.

Invoice(s) shall be submitted after final delivery of specified goods or services unless progress or partial payments are authorized elsewhere in the contract. Invoice(s) shall include the purchase order or contract number, item(s) for which payment is invoiced, quantity, unit price, extension and any cash discount offered. Payment will be made based on actual services and/or material delivered and accepted and for which invoices are received and approved by YCIPTA Technical Representative or Project Manager. Terms are net 30 days unless a cash discount is accepted. In connection with any cash discount specified on this order, time will be computed from the date of complete acceptance of the supplies, equipment or services as specified, or from date correct invoices are received in YCIPTA Administrative Office if the latter date is later than the date of acceptance. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of YCIPTA warrant or check.

3.14 Additional Requirements for Contract Completion.

The following shall be provided by the Contractor prior to contract completion.

- a. Certified Payrolls, Final Labor Summary and Final Certificate. In accordance with the provision in Section 3.7 entitled "Prevailing Wages," the Contractor shall submit payroll copies, a final labor summary and final certificate.
- b. Warranties. In accordance with the provision in Section 3.18 entitled "Warranty and Guaranty Requirements," the Contractor shall provide YCIPTA copies of all warranties.

3.15 Progress Payments.

Depending on the length of contract and prior to commencement, Contractor may request for monthly progress payments. If granted, the Contractor may submit one

invoice at the end of each calendar month during the period of performance for an amount equal to work completed to date. YCIPTA will pay the amount due less a 10% withholding. The monthly amount will be paid net 30 days. The final payment including the amounts previously withheld will be paid upon final acceptance of the work by YCIPTA. Invoices should be submitted to the attention of Purchasing, YCIPTA, 2715 E. 14th St., Yuma, AZ 85365.

3.16 Federal, State and Local Laws.

Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under. If this contract is funded with federal funds, the Contractor shall also comply with applicable Federal Transit Administration (FTA) directives. Since laws, regulations, directives, etc. may be modified from time-to-time; the Contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.

3.17 ADA Requirements.

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

3.18 Warranty and Guaranty Requirements.

The Offeror will provide a guaranty as to its work as addressed in Attachment C which is to be provided after contract award by the time specified in Section 3.20. Further, for any equipment, material or supplies provided to YCIPTA in accordance with a contract resulting from this solicitation, the Contractor shall pass through to YCIPTA all warranties of manufacturers, vendors, or suppliers. Written copies of said warranties shall be provided to YCIPTA prior to contract completion.

3.19 Forms, Certifications and Information to be Submitted with Proposal.

The below forms, certifications and information requirements are to be included in the Offeror's Master or Original proposal. Unless otherwise stated, they should be completed, signed and submitted with Offeror's Master or Original proposal only.

- a. List of Subcontractors. See Attachment A.
- b. Federal Clauses and Certifications. See Attachment B.
- c. Guaranty. See Attachment C.

3.20 Post-Award Submission Requirements.

Failure to provide within ten (10) calendar days after award of contract the following completed and signed forms and certificates will result in cancellation of award:

- a. Certificate of Insurance as explained in the provision entitled "Insurance" in Section 3.10.
- b. Guaranty. The successful Offeror shall submit to YCIPTA the executed and notarized "Guaranty" form included as Attachment C in this RFP.

SECTION 4 - GENERAL PROVISIONS

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation.

4.1 Complete Agreement.

- a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between YCIPTA and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. YCIPTA's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of YCIPTA's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work, or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to YCIPTA.
- c. YCIPTA assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by YCIPTA are expressly stated in this Agreement.
- d. Changes to any portion of this Agreement shall not be binding upon YCIPTA except when specifically confirmed in writing by an authorized representative of YCIPTA.

4.2 Order of Precedence.

Conflicting provisions hereof, if any, shall prevail in the following descending order of

precedence:

- (1) the provisions of any established Contract or Agreement, including its exhibits;
- (2) the provisions of the IFB/RFP on which the contract is based including any and all Addendums;
- (3) the bid submitted to YCIPTA by the Contractor in response to said IFB/RFP; and
- (4) any other documents cited or incorporated herein by reference. In the event of conflicting provisions between drawings, if any, and specifications, specifications shall take precedence.

4.3 Favored Nation Clause.

All of the benefits and terms herein are at least as favorable as the benefits and terms to any previous contract of the work described, listed or similar to those in this Agreement. Should contractor enter into any subsequent agreement with any other entity, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide YCIPTA with those more favorable benefits and terms. Contractor shall notify YCIPTA promptly of the existence of such favorable benefits and terms and YCIPTA shall have the right to receive the more favorable benefits and terms immediately.

4.4 Incorporation of Federal Transit Administration (FTA) Terms.

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

Attachment B, Federal Clauses and Certifications, contains mandated provisions of the Federal Transit Administration (FTA). Contractor certifies compliance with these terms by signing and submitting a response to the RFP.

4.5 YCIPTA Designee.

The Transit Director of YCIPTA, or designee, shall have the authority to act for and exercise any of the rights of YCIPTA as set forth in this Agreement, subsequent to and in accordance with the authority granted by YCIPTA's Board of Directors.

4.6 YCIPTA Project Manager.

Bobby Kuhn & Kari Wilson of Solutions For Transit will be the project lead.

4.7 Interest of Employees.

No board member, officer, or employee of YCIPTA, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. To each party's knowledge, no board member, officer, or employee of YCIPTA has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than YCIPTA, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.

4.8 Interest of Members of Congress.

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.

4.9 Independent Contractor.

Contractor's relationship to YCIPTA in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of YCIPTA. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance, and similar matters.

4.10 Prompt Payment to Subcontractors.

The Contractor shall pay any Subcontractors approved by YCIPTA for work that has been satisfactorily performed no later than thirty (30) days from the date of Contractor's receipt of progress payments by YCIPTA. Within thirty (30) days of satisfactory completion of all work required of the Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor.

4.11 Liquidated Damages.

If the Contractor fails to complete the work within the time specified in the contract, or by any extension authorized in writing by YCIPTA, the actual damage to YCIPTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to YCIPTA as fixed, agreed-to liquidated damages for each calendar day of delay the sum of one-hundred-fifty dollars (\$150.00).

Alternatively, YCIPTA may terminate this agreement in whole or in part as provided in the clause entitled "Termination for Default." If so, the Contractor shall be liable, in addition to the excess costs provided in that clause, for such liquidated damages accruing until such time as YCIPTA may reasonably obtain delivery or performance of

similar supplies or services from a different source. The Contractor shall not be charged with liquidated damages when the delay is determined to be excusable in accordance with the clause entitled "Force Majeure." YCIPTA shall ascertain the facts and extent of the delay and shall extend the time of performance when in its judgment the findings of fact justify the extension.

4.12 Notice of Labor Dispute.

Whenever Contractor has knowledge that any actual or potential labor dispute may delay its performance under this Agreement, Contractor shall immediately notify and submit all relevant information to YCIPTA. Contractor shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay performance under this Agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

4.13 Subcontractors and Assignments.

- a. Every Offeror shall in the bid set forth:
 - 1) The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the Offeror; and
 - 2) The dollar amount of the work which will be done by each such subcontractor.
- b. Offeror shall complete Attachment A, "List of Subcontractors," with name and location of the place of business (address).
- c. If the Offeror fails to specify a subcontractor for any portion of the work to be performed under the contract, the Offeror agrees to perform that portion. The successful Offeror shall not, without the express written consent of YCIPTA, either:
 - 1) Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designed in the original bid; or
 - 2) Permit any subcontract to be assigned or transferred; or
 - 3) Allow it to be performed by anyone other than the original subcontractor listed in the bid.
- d. Every Offeror shall in the bid set forth the name and location of the place of business (address) of each subcontractor certified as a Disadvantaged Business Enterprise (DBE) who will perform work or labor or render service to the prime contractor in connection with the performance of the contract.

4.14 Quality.

All material and workmanship shall be of the highest grade, in accordance with the best modern practice. All materials and parts comprising the product shall be new and unused.

4.15 Inspection and Acceptance.

- a. All work (which term includes but is not restricted to materials, equipment, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by YCIPTA at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of YCIPTA and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with requirements of this Agreement. No inspection or test by YCIPTA shall be construed as constituting or implying acceptance. Inspection or test by YCIPTA or its representatives shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of YCIPTA after acceptance of the completed work under the terms of paragraph "f" of this clause, except as herein above provided.
- b. The Contractor shall, without charge, replace any material or correct any workmanship found by YCIPTA not to conform to the requirements of this Agreement, unless in the public interest YCIPTA consents to accept such material or workmanship with an appropriate adjustment in the terms of this Agreement. The Contractor shall promptly segregate and remove rejected material from the premises.
- c. The Contractor shall furnish promptly, without additional charge, all facilities, labor, equipment and material reasonably needed for performing such safe and convenient inspection and test as may be required by YCIPTA. All inspections and tests by YCIPTA shall be performed in such manner as to not unnecessarily delay the work. YCIPTA reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when re-inspection or retest is necessitated by prior rejection.
- d. If the Contractor does not promptly replace rejected material or correct rejected workmanship, YCIPTA (1) may, by Agreement or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with the clause of this Agreement entitled "Termination for Default."
- e. Should it be considered necessary or advisable by YCIPTA at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or its subcontractors, the Contractor shall pay all costs of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this Agreement, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, it shall in addition, be granted a suitable extension of time.

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- f. Unless otherwise provided in this Agreement, acceptance by YCIPTA shall be made as promptly as practicable after completion and inspection of all work required by this Agreement, or that portion of the work that YCIPTA determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards YCIPTA's rights under the warranty provisions set forth herein.

4.16 Title and Risk of Loss.

Unless otherwise provided in this Agreement, Offeror shall have title to and bear the risk of loss of or damage of the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery title shall pass from Offeror and Offeror's responsibility for loss or damage shall cease, except for loss or damage resulting from Offeror's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by YCIPTA.

4.17 Changes.

By written notice, YCIPTA may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify YCIPTA thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made and the agreement modified accordingly. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the agreement as changed. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

4.18 Force Majeure.

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

4.19 Assignment of Contract.

The performance of part or all of this Contract may not be delegated or assigned except upon written consent of YCIPTA's Board of Directors; except that Contractor may assign monies due or to become due hereunder, to the extent permitted by law, without

such Board of Directors consent.

4.20 Arbitration.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall take place in the City of Yuma, Arizona.

4.21 Remedies/Breach of Contract.

Administrative, contractual, or legal remedies are available, as appropriate, in instances where the Contractor violates or breaches contract terms.

4.22 Attorney Fees.

In the event any action or proceeding is brought to enforce the terms or performance of this contract, the prevailing side shall be entitled to its reasonable costs and attorney fees.

4.23 Venue and Place of Contracting.

The place of contracting and execution of this contract is City of Yuma, Yuma County, Arizona, and the parties to this contract agree that in the event any dispute arises over its terms or performance, jurisdiction and venue for any legal action taken thereon shall be City of Yuma, Yuma County, Arizona.

4.24 Recovered Materials.

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

EXHIBIT I. SCOPE OF WORK

Introduction

The following technical requirements have been developed as a minimum standard for the purpose of procuring an Automated Fare Collection System (AFC) for YCIPTA. The function of these specifications is to invite proposers to participate in the “Request for Proposals” solicited by YCIPTA. It will be at the discretion of YCIPTA to decide, after bids are submitted, whether all or selected items will be awarded.

SOW 1.1 General

- a) It is the function and intent of this Scope of Work to describe the minimum technical requirements for an Automated Fare Collection System (AFC) to be used by YCIPTA.
- b) Once awarded, YCIPTA will issue a separate contract for those items necessary to create the system needed for their organization.
- c) All items not specifically mentioned which are required for a complete unit shall be included in the proposed unit price. Proposers must include pricing for all components of the system.
- d) Any equipment to be furnished must be new and in current production. All products shall conform in design, strength, quality of material and workmanship to current industry standards.

SOW 1.2 Installation and Maintenance

It will be the responsibility of the successful proposer to remove any part of existing fare collection system now in use on all buses. All costs associated with this task are to be included in the proposal submitted. The existing fare collection equipment will be retained by YCIPTA after removal from the vehicles.

During the installation of the new Automated Fare Collection System (AFC), the existing fare collection system must remain functional.

SOW 1.3 Purpose of the Procurement

YCIPTA is seeking to procure an Automated Fare Collection System (AFC) for its public transportation system. YCIPTA is now accepting proposals from respondents for consideration and selection of a Contractor or Vendor to furnish, install, test, and deliver into service the AFC system described in this bid.

The objectives of the AFC system are to provide a state-of-the-art, open access, user-friendly, fare collection system that can accept currency, convenience passes, magnetic stripe cards, and smart cards. The AFC system shall maximize:

- Ease of use for riders.
- Ease of operation for drivers.
- Ease of maintenance for support staff.
- Reliability of system performance.
- Accuracy and Security of information.
- Cost effectiveness of operations.
- Extended Service life of the system.

The AFC shall address all phases of fare collection, validation, and processing. This includes, but is not limited to:

- Cash and other fare media acceptance.
- Recording each transaction associated with the time and location of the fare accepted.
- Accurate compilation of transactional records to permit a complete audit of revenues collected and analysis of passenger boarding statistics.
- Easy maintenance of all hardware and software components of the AFC/APC solution.

Proposers are encouraged to submit proposals for a configuration that meets the above listed requirements of the implemented solution.

SOW 1.4 Background of Existing Fare Collection Equipment

YCIPTA's fleet consists of 29 revenue service vehicles. The fleet has a drop box collection method and manual (visual) validation of passes. This fare collection system is outdated and is incapable of collecting modern fare media being used today in public transit.

YCIPTA is willing to consider the possibility of replacing all current equipment or installing new equipment which has never been installed before in order to obtain a new fare collection system which would meet their current and future fare collection requirements.

SOW 1.5 Characteristics of New Automatic Fare Collection System

The services sought at this time are for those of an Automated Fare Collection system which will conform to the procedures for processing fare transactions and collecting data. In addition, all proposed products and support or maintenance services must conform to all applicable State and Federal statutes and regulations. The selected Contractor will:

- 1) Furnish an AFC system on all fixed route buses for collection of fares, validation of fare tickets, recording payment information, and collecting other pertinent passenger data.
- 2) Furnish an AFC system that includes any appropriate and necessary central back office system consisting of computers, servers or software.
- 3) Provide sufficient training, maintenance, spares, and customer support for the AFC system.

- 4) Provide a system that produces user-defined periodic reports relative to the number of transactions and periodic financial reports related to operations.
- 5) Provide an AFC system that can be cost-effectively extended and integrated with Ticket Vending Machines for issuance of electronic and stored-value fare media such as magnetic stripe and smart cards.
- 6) Provide a J1708 cable installed from the farebox to AVL.
- 7) Provide a sufficient mobile revenue vault.
- 8) Provide two (2) year warranty.

SOW 1.6 Ridership

The new Automated Fare Collection system must be capable of collecting the following rider and fare information through an approved reporting system.

- Number of riders boarding transit vehicles on each route.
- Location where the fare was collected.
- Payment method used (e.g. cash, pass, magnetic stripe card, smart card).
- Fare type/category of collected fares (e.g., Adult, Student, Senior, Disabled).
- Time, Date and Transaction.

SOW 1.7 Fare Types

The AFC system must at minimum support fare payment by the following methods:

- Period Passes (daily, multiple day and monthly)
- Magnetic Stripe Card
- Smart Card

A determination will be made at time of award as to which fare media will be activated.

The AFC system does not need to accomplish validation of cash and coin if it is determined that a stand-beside unit is the best solution for YCIPTA. If a validating farebox solution is approved, the solution shall be able to recognize U.S. currency and differentiate between \$1, \$5, \$10 and \$20 dollar bills. All other foreign currency and/or foreign objects shall be rejected by the AFC box.

SOW 1.8 Procurement Quantities

Table below defines the approximate quantities for this procurement. Actual quantities negotiated will depend on availability of funding. The Contractor shall provide sufficient spare fare boxes, modules, and parts to operate the AFC system at not less than 99% availability at any time for the first two (2) years of operation.

AFC System Component	
In service units	29
Spares	2

SOW 1.9 Option Quantities

Subject to availability of funds, YCIPTA will have the option to purchase an additional quantity of fare boxes up to 100% of each of their base award quantity. YCIPTA may elect to exercise the option for additional fare boxes up to four (4) years from the date of award of the contract to the successful Contractor for the initial fare collection equipment.

Submitted proposals shall include separate pricing, per unit, for the optional additional fare collection equipment.

Delivery of equipment purchased under the option shall be completed within a number of days determined by negotiation at the time of the option contract award.

All items delivered under this option shall be identical in every way to those purchased by the initial contract award. All conditions, technical specifications and requirements defined in the contract documents shall apply to the equipment provided under the option, as though purchased by the initial award of the contract.

Automated Fare Collection System

SOW 2.1 Automated Fare Collection System Requirements

YCIPTA seeks a new AFC system that is modular and flexible to adapt to and accept any commonly used fare media, such as paper-based or limited-use ticket, magnetic stripe card, or smart card, over the service life of the system.

The AFC system shall be capable of meeting all current YCIPTA operational requirements -- number of bills handled, transactions, etc. -- as well as scaling to meet all future operational requirements over the expected service life of the system. The AFC system must have a useful service life of twelve (12) years.

SOW 2.2 Ease of Use

A guiding principle for the AFC system is ease of use and access for drivers, riders, maintenance, and administrative support personnel. The design of all displays, buttons, touch-screens, and other human-computer interface elements will play an important role in selecting the best value system for YCIPTA.

One of the most immediate needs identified by YCIPTA is that of easy-to-use and consistent reliability of the day pass system.

- It is also desirable that the day pass system reduce hand contact between drivers and the public.
- Day Pass status (indication of a valid or invalid pass) should be provided by simple and unambiguous communications from the AFC system to both driver and rider.
- It is preferable to implement a day pass system that reads, validates, and returns the

pass to the rider with accurate and visually verifiable day pass status/validity clearly printed in a tamper-proof manner.

- Day Passes utilizing machine-readable code – whether magnetic, smart card, or otherwise – must also provide human readable verification of the validity of day passes in order to allow both rider and driver to visually verify the status and override any errant or malfunctioning AFC component.

SOW 2.3 Cash Acceptance (optional)

AFC cash vaults shall hold a minimum of 750 coins and 500 bills.

The bill validator shall accept \$1, \$5, \$10, and \$20 bills into the bus fare collection pedestal. The fare box shall be capable of recognizing all U.S. legal tender.

The fare box shall automatically identify and count all U.S. coin & currency in general circulation.

The cash and currency handling mechanisms shall be capable of accepting and accurately counting “street quality” coins and bills. The fare box shall be resistant to jams or malfunctions created by coins, bills, or foreign objects.

SOW 2.4 Validating Fare box (optional)

The fare box shall be capable of accepting bills of “street quality” inserted flat and unfolded. The validating fare box shall accept, correctly identify and total valid U. S. bills while rejecting and returning to the passenger torn, mutilated, wet, partial, and counterfeit or foreign bills.

SOW 2.5 Smart Cards

Proposers shall describe, in detail, the Contactless and Limited-Use smart card processing capabilities of the proposed AFC system.

Contactless and Limited-Use smart card reader may be incorporated within the farebox or can be a stand-beside unit.

SOW 2.6 Self-Service Ticket Vending Units

Proposers shall indicate whether or not they may provide Self-Service Ticket Vending Units. If yes, proposers shall provide detailed specifications of unit (including power and telecommunications requirements) and pricing with submission of offer.

SOW 2.7 Other Systems Compatibility

The proposal shall address compatibility and/or ability to communicate/integrate with other existing systems such as but not limited to Automatic Passenger Counter (APC).

SOW 2.9 System Options

The proposal should list, in detail, options that are not considered “standard” but available (i.e. Automatic Passenger Count (APC)).

SOW 2.10 Driver Override

Drivers will retain final decision-making authority over what constitutes an authorized fare or day pass. Thermal printed or equivalent human-readable materials are required to support this operational policy.

If applicable: The fare box shall be capable of allowing the operator to bypass bill validation and shall permit acceptance of a worn or mutilated bill that cannot be electronically validated by the fare box that the operator, upon visual inspection, determines to be valid. The fare box shall log the number of driver overrides for later reporting, analysis, and oversight.

SOW 2.11 Driver Work Environment

The new AFC should reduce the driver’s existing workload responsibilities and become a labor-saving resource; not a technology that imposes additional demands upon already scarce attention, as drivers are already responsible for interfacing with the public, and safely navigating the roadways.

The new AFC equipment must use the available space efficiently; provide ergonomically supportive displays and interfaces.

The driver display and control unit must be well lit, glare-free, and easy to use. Adjustable brightness and contrast are desirable features. It is preferred that the driver display and control unit be mounted in a manner that allows for adjustments as needed for driver reach and comfort.

The rider display must be well-lit, glare-free, and fare collection interface(s) must be easy to understand and use.

The AFC system shall provide visual and audio features to serve the abilities and needs of all YCIPTA riders. The system shall be capable of sounding audible alerts of differing tones or automated voice to indicate:

- Acceptance of Fare
- Rejection of Fare
- Successful Logon/Logoff
- Successful data extraction (probe)

If the proposed system has automated voice capabilities, it would be desirable to have the annunciations in both English and Spanish to accommodate YCIPTA’s diverse riders.

SOW 2.12 Back End System

The new AFC system may be offered as a hosted back end solution or an on-site back end system.

The back end system shall include any appropriate and necessary central back office servers and software.

The Back End System shall meet the following requirements:

- A. The Back End System must support data reporting, auditing, and server capacity planning.
- B. All servers and associated equipment (e.g., workstations) shall be comprised of the latest Commercial Off-The-Shelf (COTS) technology, utilizing the most suitable hardware and software to meet or exceed the requirements of this Scope of Work.
- C. Servers shall be stand-alone, rack-mountable servers running on an industry standard platform.
- D. Servers shall run an industry standard operating system.
- E. Server applications shall be programmed in industry standard high-order languages.
- F. Server shall use an industry standard database.
- G. Servers shall be configured to support a network connection of at least 1-Gigabit per second.
- H. Servers shall employ data backup and redundancy functionality to meet the following minimum requirements:
 - Data backup shall be performed daily via YCIPTA's existing backup system;
 - Full server restoration must be achievable in 4 hours or less;
 - System redundancy.
 - All hard drives utilized by each server shall be hot swappable.
- I. Total usable disk space shall support one (1) year of online transactional data and one (1) year summary data and be of sufficient size to hold the operating system, databases, application software, and all other applicable data on the Back-End System. Drive space shall be easily expandable to support future growth and be implemented with a spare capacity of 100%.
- J. All Back End system components shall be stand-alone, compatible with current YCIPTA equipment, including the console, keyboard, and accessories.
- K. All data shall be protected from loss, unauthorized modification, and/or disclosure while maintained on the Back End System.
- L. Access to servers shall be password protected. Every attempt to access the servers shall be logged and reported.
- M. The Back End System shall employ data reporting capabilities that allow YCIPTA to access, filter and create reports from data received from the new AFC equipment. The reporting tool shall allow both standard/canned and ad-hoc reports to be created. Standard reports shall include:
 1. Ridership and Sales/Financial Reports
 - Number and denomination of coins accepted by each Fare box (if applicable)
 - Number and denomination of bills accepted by each Fare box (if applicable)
 - Number of cash fare customers if existing drop box is maintained
 - Denomination name and other pertinent data of Magnetic Stripe Cards, Smart Cards and Passes
 - Ridership categories processed by each fare box
 - Partial payments accepted by vehicle operator

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2. Employee Performance and Equipment/System Reliability Reports
 - Login report by fare box number and date/time
 - Fare box service history
 - Fare box life cycle history
 - N. All software including but not limited to, operating systems, reporting tools, development tools, database management systems, and ancillary off-the-shelf applications shall consist of the latest and most appropriate products and versions as approved by YCIPTA personnel. All purchased or delivered software will be the most current version and will be upgraded, patched or have the most current manufacture's service packs applied at time of installation.
 - O. Any system processing credit card transactions shall meet or exceed the Payment Card Industry Data Security Standards (PCI DSS).

SOW 2.13 Comprehensive Fare Box Accounting, Reporting and Auditing

The software shall provide YCIPTA with the capability to query the database to produce a series of standard and custom information reports for accounting, reporting, and auditing of cash and card transactions, fare management information and ridership reporting.

SOW 2.14 Cash Handling Security and Auditing (optional)

The fare receiving and processing unit shall conduct cash vault receiving, fare box data retrieval, fare box programming, and cash processing functions. Cash vault receivers shall securely empty cash vaults removed from buses and deposit the cash in YCIPTA's administration vault. In addition to recording cash amounts, the receiver device shall record bus identification as well as date/time cash vault was emptied. The AFC shall be designed such that each receiver shall be able to process one cash vault every two minutes.

SOW 2.15 Statistical Reporting and Analysis

Fare transaction records shall include the following minimum information:

- Day/date/time/location of payment
- Number and denomination of coins accepted (if applicable)
- Number and denomination of bills accepted (if applicable)
- Number of cash fare customers if existing drop box is maintained
- Denomination and other pertinent data of Magnetic Stripe Cards, Smart Cards and passes
- Ridership categories
- Partial payments accepted by vehicle operator

The fare box will securely and accurately record all transactional information, including sales data, operational errors, and exception conditions, ridership information and operator commands.

SOW 2.16 Data Transfer

Data transfer shall be either wireless or accomplished through a manual probing device.

Security of all wireless or probed data transfer links is mandatory.

AFC system data transfers shall take place at the end of each service run in a batch mode process. The data transfer probing process should maximize convenience and reliability while minimizing labor and time required for accomplishing this key task.

Upon return to the agency garage, data transfer process shall be secure and involve as little intervention as possible on the part of maintenance or revenue personnel. Probing units shall have the capability of uploading fare box configuration data supporting fare box functionality.

Probing devices shall be capable of storing all information from every fare box with full transactional database records. Data shall be held in a solid state, RAM memory. Probing device shall function properly under the operating conditions typical of transit operations.

Average time to probe for download and upload shall not exceed 60 seconds for any given vehicle.

SOW 2.17 Training Requirements

The successful Contractor shall supply training to designated YCIPTA personnel who will be responsible for operating the AFC equipment and training additional users in the proper operations and maintenance of the AFC equipment. Said training shall be conducted at the designated YCIPTA facilities to include on-the-job training using operational equipment.

SOW 2.18 Training Program Plan

The Training Program shall consist of separate courses as described in the Training Program Plan, below. The training program will include separate courses for AFC installation, operation, maintenance, back office and reporting, and server access including procedures for accessing data and reports generated by the AFC system. The training program shall not be limited to the courses listed if additional courses are required to achieve the program objectives.

- The Contractor shall provide a program to train all personnel that interact with the system in all details of the fare collection system.
- This program shall include adequate documentation and training aides as needed.

SOW 2.19 Training Deliverables

Training deliverables shall consist of the following:

- Training Program Plan
- Training Schedule
- Training Material
- Training Feedback Report

SOW 2.20 Training Material

The Contractor shall furnish YCIPTA with Operation and Maintenance Manuals in accordance with this section. Manuals shall cover all aspects of the furnished equipment. Each manual shall contain a complete description of the equipment including theory of

operation, service and maintenance documentation, such that YCIPTA skilled maintenance staff may conduct field and shop repairs with minimal reliance upon factory maintenance technicians.

SOW 2.21 Training Schedule

All submittals shall include a training schedule for maintenance, operation, and training of finance personnel. The schedule shall include the training curriculum, material and estimated training time per department.

Warranty, Maintenance and Spare Parts

SOW 3.1 Warranty

The warranty for the AFC system, including fare collection boxes, spares, test-bench equipment, and any related equipment subsequently acquired as a direct result of this procurement shall be warranted for a period of two (2) years in regular service.

SOW 3.2 Maintenance Requirements

YCIPTA maintenance program anticipates a minimum of 95% of AFC system repairs will be made by in house maintenance staff.

YCIPTA strongly prefers to achieve the cost reductions associated with in-house repairs of coin boxes, fare box components, cash boxes, batteries, LED's, etc. Any commonly replaceable or repairable component should be readily repairable, in-house, with sufficient spares maintained to enable YCIPTA to reach its maintenance goals.

YCIPTA maintenance department also requires timely transparency into repair processes at the component level, including thermal printers, computerized components, software, etc., so that organizational knowledge and expertise may be rapidly established and maintained over the entire service life of the AFC system.

Proposed AFC systems will also be assessed with respect to remote and field diagnostic capabilities. The more information that maintenance can gather, with advance notice about potential problems, the more effective maintenance can be in keeping the buses running on schedule.

SOW 3.3 Self Diagnostics

Self-diagnostics shall be employed to the maximum extent possible to assure the highest possible availability. Self diagnostic programs shall be provided for the AFC units to assure such items as communications link up and the battery charged. If problems are identified by the self diagnostics, it is highly desirable that the AFC shall automatically alert the user of the problems without immediately interrupting or preventing operations.

Coin boxes, fare box components, cash boxes, batteries, LED's, etc., and similar commonly replaceable or repairable components should be readily repairable, in-house.

YCIPTA requires better visibility into fare box in-service operations, in order to accurately determine whether a given fare box is operating correctly, and in order to better understand root causes for various maintenance problems.

A self-diagnosing fare box is preferable. For the purposes of this procurement, self-diagnosing means the ability of the system to report errors and alert users of the AFC system in a manner that allows YCIPTA personnel to make early, accurate, and informed decisions as to the serviceability of any fare box. It is highly desirable for a state-of-the-art system to predict or anticipate AFC failures and refer to maintenance prior to loss of service, if available.

An AFC system that enables the operator to defer service or repair of a malfunctioning fare box to at least the end of the scheduled route is also desirable. Deferred servicing means that buses can keep running and reliably collecting fares until it is convenient for maintenance to schedule diagnosis, replacement or repair of a fare box.

All fare boxes shall operate off of the DC current available on vehicles.

SOW 3.4 Spare Parts

The AFC system provider shall include sufficient spare system units and replaceable components to ensure 99% availability of automated fare collection. Additionally, the Contractor shall disclose component-level service life expectancies for spare-parts planning and budgeting requirements.

To the extent possible, replacement parts shall be modular, so that YCIPTA supervisors may conduct low-level field repairs or various component swap-outs, in the field.

Initial stock of spare modules and parts should be new and manufactured to the specifications of the original parts in the delivered fare boxes. Contractor shall supply, within sixty (60) days after "Notice to Proceed" or YCIPTA Purchase Order, a complete parts and modules list, together with prices, part numbers, and descriptions for all modules.

A comprehensive list of AFC consumables, including prices, shall be provided to YCIPTA. If the AFC system proves less reliable than represented during this procurement and if the need for spare components exceeds the Contractor's projections, then the Contractor shall supply such unanticipated parts at no additional cost to YCIPTA.

Implementation

SOW 4.1 Vehicle Installation and Acceptance

The successful Contractor shall supply all of the labor, supervision and materials required for the proper installation of the automated fare collection system.

All installation shall be performed at YCIPTA facilities. The Contractor shall assist YCIPTA in identifying the optimum position for the solution and its components, taking into consideration:

- Ease of passenger movement/access

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- Operator ergonomics
 - Compliance with the requirements of the ADA

Existing bolt holes, harnesses, brackets, and fixtures shall be used when possible.

Where new installation exposes old bolt holes or other damage, the Contractor shall provide necessary repairs to restore all surfaces to an acceptable condition.

All on-bus installations shall be completed during non-peak hours.

SOW 4.2 Fixed Facility Installation and Acceptance

The Contractor shall install garage and back-end data collection equipment and reporting components including any network interfaces, computers, conduit, and wiring at least two weeks in advance of bus installations.

The Contractor shall use existing AC electrical power on properties where installation occurs. If it is determined that existing power arrangements are unsatisfactory, the successful Contractor will be responsible for providing the proper electrical service in accordance with all state and local regulations. Required alterations to AC electrical systems on garage facilities will be at the Contractor's expense. All such alterations shall be subject to YCIPTA approval, prior to commencement of work on any alterations.

The Contractor shall install, if required, revenue collection and transfer equipment.

The Contractor shall be responsible for any electrical infrastructure required to conduct the installation work, including wireless data transfer. Any outside cable and power supply cabling is to be installed in underground conduit (existing conduit may be used if available). Plans for such work must be approved by YCIPTA and meet all requirements of applicable state and local building codes.

Prior to preliminary design, the Contractor shall inspect all sites where the AFC equipment is to be installed and determine if the existing conduits and related facilities can be utilized.

SOW 4.3 Installation Schedule

All proposals shall include an installation schedule that includes production, delivery, installation and an estimated project completion date.

EXHIBIT II. PROPOSAL EVALUATION METHOD AND CRITERIA EVALUATION METHOD

An evaluation committee consisting of YCIPTA staff will review submissions based on the criteria outlined below. YCIPTA plans to review submissions and may call references and conduct interviews with selected submitters it determines can best meet the project requirements.

EVALUATION CRITERIA

The selection of the successful Offeror will be based on the following criteria:

1	Technological Solution	30%
	<ul style="list-style-type: none"> • Ability to understand and meet each Agency's requirement. • Resolving design, interface and ease of use requirements, security features of the system, technical understanding and ability to timely complete the project. 	
2	Technical Qualifications and Experience	25%
	<ul style="list-style-type: none"> • Experience in performing work similar in nature and/or related to the work described in Scope of Work- Exhibit I of this Request for Proposal; experience working with transit agencies, strength and financial stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment. • Demonstrated competence and follow-up after installation as evidenced by supporting references. 	
3	Record of Past Performance	15%
	<ul style="list-style-type: none"> • Proven track record of completed work. • Satisfaction of key references. 	
4	Qualifications and Experience of Key Personnel	15%
	<ul style="list-style-type: none"> • Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "Key Personnel" Section 2.4c of this RFP) and ability to meet YCIPTA's needs in terms of performance and scheduling. 	
5	Cost	15%
	<ul style="list-style-type: none"> • Competitive and reasonable • Detailed price of system, including installation and maintenance 	

EXHIBIT III. INSTRUCTIONS AND INFORMATION TO COMPLY WITH INSURANCE REQUIREMENTS

A. Contractor shall obtain and submit to YCIPTA before any Services are performed, certificates from the Contractor’s insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers’ Compensation:

Coverage A. Statutory Benefits.
Coverage B. Employer’s Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for “Any Auto” or “All Owned, Scheduled, Hired and Non-Owned”.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

A) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.

- B) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to name YCIPTA as an Additional Insured for the entire 10-year period.
- C) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- D) Broad Form Property Damage coverage, including completed operations or its equivalent.
- E) An endorsement naming YCIPTA, and any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- F) An endorsement stating: “Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.”
- G) Coverage must be on an “Occurrence” form. “**Claims Made**” and “**Modified Occurrence**” forms are not acceptable.
- H) Coverage to include general aggregate limits on a “per project” basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

5. Errors & Omissions Liability

(Applicable any design/engineering services are part of Work)

Per Occurrence/Aggregate	\$2,000,000-2,000,000
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Note: higher coverage limits may be required under the Contract Documents, in which case such higher limits shall apply.

Any claims made retro-active data shall be clearly shown on the Certificate of Insurance and shall be effective prior to the commencement of any work

Coverage provided must have no exclusion for design-build projects. Designer must provide evidence of coverage for nine (9) years beyond completion of the Project in the form of a renewal insurance

policy certificate and/or the purchase of an extended reporting period endorsement should the policy be cancelled or non-renewed

6. Pollution Legal Liability **\$1,000,000**

(Applicable as to any pollutants or hazardous waste exposures as part of Work)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Other Requirements

- A. All policies must contain an endorsement affording an unqualified thirty (30) days' notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- B. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to YCIPTA.
- C. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the YCIPTA prior to commencement of any Work. Failure of YCIPTA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of YCIPTA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. YCIPTA shall have the right, but not the obligation, to prohibit Contractor or any of its sub-Contractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by YCIPTA.
- D. Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- E. YCIPTA reserves the right, in its sole discretion, to require higher limits of liability coverage if, in YCIPTA's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- F. In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- H. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. YCIPTA shall be named as additional insured under such insurance.

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- B. YCIPTA and Contractor waive all rights against each other and against YCIPTA for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.
- C. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

ATTACHMENTS

A. LIST OF SUBCONTRACTORS

List only the subcontractors which will perform work or labor or render services to the Offeror. Do not list alternative subcontractors for the same work. For each subcontractor listed indicate in the "DBE?" column whether it is certified as a Disadvantaged Business Enterprise (DBE), as defined in Section 3.5 "Disadvantaged Business Enterprise of this RFP. Copy this form if more space is needed.

Name Under Which Subcontractor is Licensed	License Number	Complete Address	DBE?	Specific Description Of Subcontract	Dollar Amount

TOTAL _____

Offeror's Name: _____

ATTACHMENT B

B. Federal Transit Administration (FTA) Required Clauses

This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this proposal.

1. No Obligation by the Federal Government

- (1) YCIPTA and the Contractor acknowledge and agree that: Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the YCIPTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.
- (2) The Contractor shall 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 sub-Contractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges and agrees that:

- (1) 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 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 this Contract or the FTA assisted project for which work under this Contract 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) If the Contractor 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. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor shall include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA and each such clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records

- (1) In accordance with 49 C.F.R, 18,36(i), the Contractor shall provide YCIPTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Pursuant to 49 C.F.R. 633.17, the Contractor
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shall provide the FTA Administrator or his authorized representatives including any PMO contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- (2) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy such excerpts and transcriptions as are reasonably needed.
- (3) Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the 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.

4. **Federal**

Changes

The 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 Contract (the FTA Master Contract) between YCIPTA and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

5. **Civil Rights**

The following requirements apply to this Contract:

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.
- b) 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 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 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 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. 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 shall 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 U.S.C. § 623 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 shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
- c) The Contractor shall 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.
- d) For assistance with a contract clause incorporating the requirements of the new Disadvantaged Business Enterprise rule in 49 CFR Part 26, contact the FTA HelpLine at www.ftahelpline.com.

6. Termination

- (1) Termination for Convenience. YCIPTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in YCIPTA's sole and unfettered opinion, it is in YCIPTA's best interest to do so. 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 YCIPTA for payment. If the Contractor has any property in its possession belonging to YCIPTA, the Contractor shall account for the same, and dispose of it in the manner YCIPTA directs.
- (2) Termination for Default (Construction) YCIPTA may terminate this Contract if: (a) Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this Contract or any extension; (b) if the Contractor fails to complete the work within this time; or (c) if the Contractor fails to comply with any other provisions of the Contract. Termination shall be effected by serving a notice of termination upon Contractor setting forth the manner in which the Contractor is in default. In this event, YCIPTA 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 YCIPTA 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 YCIPTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages if: (a) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; or, (b) the Contractor within ten (10) days from the beginning of any delay, notifies YCIPTA in writing of the causes of delay. If in the judgment of YCIPTA the delay is excusable, the time for completing the work shall be extended. The judgment of YCIPTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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 YCIPTA.

Opportunity to Cure: In case of a termination for breach or default, YCIPTA may, in its sole and unfettered discretion, allow the Contractor ten (10) calendar days within which to cure the defect. Should a cure period be granted, the notice of termination will state the time period within which cure is permitted together with other appropriate conditions.

If the Contractor fails to remedy the breach or default of any of the terms, covenants, or conditions of this Contract to YCIPTA's satisfaction within ten (10) calendar days after receipt by the Contractor of written notice from YCIPTA setting forth the nature of said breach or default, then, and in that event, YCIPTA 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 YCIPTA from also pursuing all available remedies against Propose and its sureties for said breach or default.

Waiver of Remedies for any Breach: Should YCIPTA elect to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by YCIPTA shall not limit YCIPTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

7. Disadvantaged Business Enterprises

a. This Contract is subject to the requirements of Title 49, CFR, Part 26, and participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is .35% with .35% race neutral goal. A contract goal has not been established for this procurement.

b. The Contractor 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 CFR Part 26 in the award and administration of the DOT-assisted contract. 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 other such remedy as YCIPTA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFP 26.13(b)).

c. 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 recipients or 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. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 from YCIPTA.

e. The Contractor must promptly notify YCIPTA, 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 YCIPTA.

8. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. **All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 the contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the City that would cause YCIPTA to be in violation of the FTA terms and conditions.

9. Debarment and Suspension

The Contractor certifies that neither it nor 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 CFR 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. ** For contracts over \$25,000, : The Contractor shall be required to submit a certified copy of Attachment 49 CFR Part 29b Debarment Cert with this proposal.

10. Buy America

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchase (currently less than \$100,000) made with capital, operating, or planning funds.

The Contractor, as a condition of responsiveness, shall submit with the proposal a completed Buy America certification form, ATTACHMENT 49 CFR 661.6, if applicable.

11. Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Contract Specialist (Lead) or his designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Transit Director or the Director’s designee. 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 the Public Transit Director or the Director’s designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by YCIPTA, the Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose act it is legally liable, a claim for damages therefore shall be made in writing to such other party within five (5) calendar days 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 Contract or its breach will be decided by arbitration if the parties mutually agree, or in a State court of competent jurisdiction within the State of Arizona.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available there under 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 the Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed upon in writing.

12. Lobbying

- (1) Contractor certifies that no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of YCIPTA, 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.
- (2) If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of YCIPTA, 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 Contractor shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et.seq., apply to this certifications and disclosure if any.
- (5) 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000, and not more than \$100,000, for each such failure. See Attachment 49 CFR Part 20 Lobbying Certification.

13. Clean Air

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall 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.

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or part with federal assistance provided by FTA.

14. Clean Water

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Cargo Preference

Contractor shall: (a) 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 Contract, to the extent such vessels are available at fair and reasonable rates for United States - Flag commercial vessels; (b) furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" 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, D.C. 20590, and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading); and, (c) include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. Fly

America

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

17. Davis-Bacon and Copeland Anti-Kickback Acts

1. Minimum wages –

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

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

ii.

- A. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is utilized in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- B. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the
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contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

v.

A. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

3. Payrolls and basic records –

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

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

ii.

A. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the YCIPTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

B. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii. The contractor or subcontractor shall make the records required under paragraph (A)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make

them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees –

- i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the
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journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

5. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

7. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

10. Certification of eligibility –

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

- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

18. 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 base 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 therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (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 – 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 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 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 paragraphs (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.

19. Bonding Requirements

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts.

Bid Bond Requirements (Construction)

- a) Bid Security: A Bid Bond must be issued by a fully qualified surety company acceptable to YCIPTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
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- b) Rights Reserved: In submitting this Bid, it is understood and agreed by bidder that the right is reserved by YCIPTA to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of YCIPTA.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of YCIPTA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of YCIPTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by YCIPTA as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense YCIPTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify YCIPTA and pay over to YCIPTA the difference between the bid security and YCIPTA's total damages, so as to make YCIPTA whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

- a) Performance bonds
1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless YCIPTA determines that a lesser amount would be adequate for the protection of YCIPTA.
 2. YCIPTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. YCIPTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- b) Payment bonds
1. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million; or
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is more than \$5 million.
 2. If the original contract price is \$5 million or less, YCIPTA may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the YCIPTA's interest.

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- a) The following situations may warrant a performance bond:
1. YCIPTA property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 2. A contractor sells assets to or merges with another concern, and YCIPTA, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 3. Substantial progress payments are made before delivery of end items starts.
 4. Contracts are for dismantling, demolition, or removal of improvements.
- b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless YCIPTA determines that a lesser amount would be adequate for the protection of YCIPTA.
 2. YCIPTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. YCIPTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the YCIPTA's interest.
- d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
1. The penal amount of payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million; or
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. YCIPTA shall determine the amount of the advance payment bond necessary to protect YCIPTA.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. YCIPTA shall determine the amount of the patent indemnity to protect YCIPTA.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to YCIPTA, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by YCIPTA, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable
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construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by YCIPTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to YCIPTA. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to YCIPTA written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

20. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Arizona Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

22. Conformance with Intelligent Transportation System (ITS) Architecture

This project will receive a systems engineering analysis to ensure it conforms to the National ITS Architecture and complies with the locally-approved plan for regional ITS architecture.

23. Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, YCIPTA shall specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

24. Compliance with Immigration Laws and Federal Compliance.

Pursuant to the provisions of A.R.S. §41-4401, the Consultant warrants to YCIPTA that the Consultant and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Consultant acknowledges that a breach of this warranty by the Consultant or any of its subconsultants is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. YCIPTA retains the legal right to inspect the papers of any employee of the Consultant or any subconsultant who works on this Contract to ensure compliance with this warranty. YCIPTA may conduct random verification of the employment records of the Consultant and any of its subconsultants to ensure compliance with

this warranty. YCIPTA will not consider Consultant or any of its subconsultants in material breach of the foregoing warranty if Consultant and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subconsultants who provide services under this Contract or any subcontract. As used in this Section M "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

25. Prohibition of doing business with Sudan and Iran.

Pursuant to A.R.S. §§35-391.06 and 35-393-06, Consultant hereby certifies to YCIPTA that Consultant does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. Consultant acknowledges that, in the event either of the certifications to YCIPTA by Consultant contained in this paragraph is determined by YCIPTA to be false, YCIPTA may terminate this Contract and exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393-06.

ATTACHMENT B

B. CONTINUED - CERTIFICATIONS

Overall Federal Regulation Compliance

All contractual provisions required by State and Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated into this contract 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, or 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.

Grantee Representative

Vendor Representative

Date

Date

Grantee Agency

Vendor

Attachment 49 CFR 20: Lobbying Certification

(To be submitted with a bid or Offer exceeding \$100,000)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions (as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed.Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

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

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

Signature of the Bidder or Offeror’s Authorized Official

Name & Title of the Bidder or Offeror’s Authorized Official

Date

Attachment 49 CFR Part 26: Disadvantaged Business Enterprises Certification

Prime Contractors:

Please indicate your DBE status, and declare any DBE subcontractors you may use. All declared DBE businesses involved in this contract must complete DBE Certification and return to YCIPTA. All primary contracts must provide a completed DBE compliance certification.

DBE COMPLIANCE CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs.

Signature of the Bidder or Offeror's Authorized Official

Name & Title of the Bidder or Offeror's Authorized Official

Date

**Attachment 49 CFR Part 26: Disadvantaged Business Enterprises Certification
YCIPTA (Individual) Intended Participation Affidavit**

DISADVANTAGED BUSINESS ENTERPRISE
INTENDED PARTICIPATION AFFIDAVIT

BID NUMBER _____

PROJECT NUMBER _____

Directions:

1. An officer of the contractor(s) must sign this form.
2. A separate affidavit must be submitted for each proposed DBE.
3. All partial bid items must be fully explained. If not, the DBE will be assumed responsible for the entire item.
4. The affidavits must be submitted at the time of bid.

Name of DBE: _____

DBE Scope Items	Item Amount	DBE Credit (\$)
List items separately. Partial items must be explained. Use additional copies of this form if necessary.	Not to exceed total bid amount.	
Total		\$

Contractor Certification:

I certify that:

- My company has accepted a proposal from the DBE named above.
- My company has notified the proposed DBE of the contracted DBE commitment and this agreement is to be performed in accordance with DBE provisions of this contract.
- My company's use of the proposed DBE for the items of work listed above is a condition of the contract award.
- My company will invite the proposed DBE to attend the preconstruction meeting.
- My company is required to make sufficient reasonable efforts to subcontract either the same or other work to an alternative certified DBE equal to the amount to attain the DBE commitment if a certified DBE is unable or unwilling to perform for work any part of the intended.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statement made on this document are true and complete to the best of my knowledge.

Prime Contractor Name: _____ Date: _____

Officer Signature and Title: _____

**Attachment 49 CFR Part 26: Disadvantaged Business Enterprises Certification
YCIPTA (Overall) Intended Participation Affidavit**

DISADVANTAGED BUSINESS ENTERPRISE
INTENDED PARTICIPATION AFFIDAVIT

BID NUMBER _____

PROJECT NUMBER _____

Directions:

1. This form must reflect the information included on the individual affidavit attachment for each DBE.
2. The form must be signed by an officer of the contractor(s).
3. The form must be notarized.
4. The affidavits must be submitted at the time of bid.

Proposed DBE Subcontractors	Type of Work	DBE Credit (\$)
(1) Total Value of DBE Commitments		\$
(2) Total Bid Amount		\$
Percent DBE Participation (Divide Line 1 by Line 2)		\$

Company Name: _____

Officer Signature: _____

Officer Title: _____

Notary Seal:

Subscribed and sworn to

Before me this _____ day of

_____, 20____

Attachment 49 CFR Part 26: Disadvantaged Business Enterprises Certification

DBE Certification – Complete this section only if it applies to your firm

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed), swear or affirm under penalty of law that I am

_____ (title) of applicant firm _____ (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s) (circle all that apply):

Female Black American Hispanic American Native American
Asian- Pacific American Subcontinent Asian American
Other (specify) _____.

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed \$750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Executed on _____
(Date)

Signature _____
(DBE Applicant)

NOTARY CERTIFICATE:

Attachment 49 CFR 29 Subpart C: Debarment and Suspension Certification (Lower Tier Covered Transaction)

(To be submitted with a bid or Offer exceeding the small purchase for Federal assistance programs, currently \$25,000.)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its “principals” as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanations, and indicate that it has done so, by placing an “X” in the following space _____.

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

_____ Signature of the Bidder or Offeror’s Authorized Official

_____ Name & Title of the Bidder or Offeror’s Authorized Official

_____ Date

Attachment 49 CFR Part 661: BUY AMERICA CERTIFICATION

(To be submitted with a bid or Offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Title: _____

Company Name: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

ATTACHMENT

C. GUARANTY

The undersigned, as "Contractor," guarantees to YCIPTA that the materials furnished, the completed installation work, and the related work performed by the Contractor in accordance with the Contract awarded pursuant to Request for Proposal (RFP) 2014-104 for Automated Fare Collection System for YCIPTA.

- A. For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the work by YCIPTA, the Contractor warrants to YCIPTA that work performed and materials furnished under this Contract conforms to the Contract requirements and shall be free from any defect in design, material or workmanship performed by the Contractor or its subcontractors or suppliers.
- B. Under this guaranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect.
- C. Nothing in the above intends or implies that this warranty shall apply to work, which has been abused or neglected by YCIPTA.
- D. This guaranty shall be in addition to the other guarantees and warranties, if any, specified elsewhere in the Agreement and shall be enforceable concurrently with, or in lieu of, said other guarantees.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes during the period specified above, the undersigned agrees to reimburse YCIPTA, upon demand, for its expenses incurred in restoring any such equipment or materials replaced and the cost of removing and replacing any other work without cost to YCIPTA so that said work will function correctly as originally contemplated.

YCIPTA shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event YCIPTA elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from YCIPTA. If the undersigned shall fail or refuse to comply with its obligations under this guaranty, YCIPTA shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

Signature _____ Title _____

Subscribed and sworn to before me this _____ day of _____, 20____

Seal of Notary Public