



***REQUEST FOR PROPOSALS (RFP)***  
***YCAT Vanpool Program***

**Release Date: Wednesday, April 01, 2026**

**Deadline for Submission: Friday, May 01, 2026**

**Contact Person: Shelly Kreger, Transit Director**

---

# YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY REQUEST FOR PROPOSALS

## YCAT VANPOOL PROGRAM

**RELEASE DATE:** Wednesday, April 01, 2026

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

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

---

### **INTRODUCTION**

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

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

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

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

### **ABOUT YUMA COUNTY**

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

## **BACKGROUND OF RFP**

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

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

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

## **OBJECTIVE OF THIS RFP & SCOPE OF WORK**

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

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

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

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

---

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

### Project Goals

YCIPTA's primary goals for Vanpool are:

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

### Project Objectives

YCIPTA's primary objectives for its vanpool program are:

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

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

---

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

### OPERATING REQUIREMENTS

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

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

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

---

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

Contractor shall also conform to the following requirements:

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

---

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

The data required includes but is not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

---

## Definitions

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

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

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

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

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

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

BUSINESS DAYS – Monday through Friday, excluding YCIPTA holidays.

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

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

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

NTD – National Transit Database

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

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

---

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

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

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

PROPOSER - Any organization or agency participating in this RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

But excludes:

- Vehicles awaiting sale or disposal

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

### **DESIRED QUALIFICATIONS**

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

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

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

### **Agreement Terms**

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

---

## **RFP RESPONSE FORMAT**

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

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

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

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

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

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

## **EVALUATION CRITERIA**

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

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

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

YCIPTA may request additional information while reviewing proposals.

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

### **Proposer Qualifications**

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

---

### **Staff Qualifications**

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

### **Proposed Budget**

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

### **SELECTION PROCESS**

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

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

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

---

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

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

## **GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

---

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

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

#### **ADDITIONAL TERMS AND CONDITIONS**

The following conditions apply to this RFP:

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

---

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

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

### **THIRD PARTY AGREEMENT REQUIREMENTS**

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

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

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

---

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

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

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

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

---

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

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

## **PROTEST PROCEDURES**

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

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

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

FTA review of any protest will be limited to:

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

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

The protest filed with FTA shall:

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

Such protests should be sent to:

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

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

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

### **PROPOSAL SUBMISSION**

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

Mailed proposals should be sent to:

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

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

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

---

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

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

---

## **FEDERAL REQUIREMENTS**

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

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

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

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

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

c) **Charter Bus Requirements.** The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing

---

and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**School Bus Requirements.** Pursuant to 69 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

- d) **Cargo Preference (use of U. S. flag vessel).** The CONTRACTOR agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to YCIPTA (through the CONTRACTOR in the case of a subContractor's bill-of-lading.) (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- e) **Energy Conservation.** The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- f) **Clean Water.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- g) **Clean Air.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR also agrees to include these requirements in each

---

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

- h) **Recycled Products.** The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- i) **Lobbying.** (1) Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to YCIPTA.
- (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- j) **Access to Records and Reports.** (1) Where YCIPTA is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to YCIPTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until YCIPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
- (4) FTA does not require the inclusion of these requirements in subcontracts
- k) **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between YCIPTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of

---

this Agreement.

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

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

- m) **Program Fraud and False or Fraudulent Statements or Related.**(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

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

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

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

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

---

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by YCIPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to YCIPTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

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

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

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

---

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

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

**q) Transit Employee Protective Agreements.** (1) The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements: To the extent that FTA determines that transit operations are involved, the CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to YCIPTA's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 USC § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 USC § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee

---

protective requirements of 49 USC § 5333(b) are necessary or appropriate for the state and YCIPTA for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 USC § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 5311 in Nonurbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

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

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

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

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

---

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

---

## **ACCESS TO RECORDS AND REPORTS**

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

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

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

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

## **AMERICANS WITH DISABILITIES ACT(ADA)**

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

---

## CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

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

## CHANGES TO FEDERAL REQUIREMENTS

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

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

## CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

---

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

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

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

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

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

### **Civil Rights and Equal Opportunity**

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

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

---

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

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

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

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

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

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

---

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

### Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in

---

paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

## **DEBARMENT AND SUSPENSION**

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

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

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

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

---

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

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

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

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

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

## **DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

b. For purposes of this section:

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

---

concrete; glass, including optical fiber; and lumber.

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

## **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## **FLY AMERICA**

- a) Definitions. As used in this clause—

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

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

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

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

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

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

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

---

international air transportation.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

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

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

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal

---

Government as a party to litigation or a legal disagreement in any forum for any reason.

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

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18

---

U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

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

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

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

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

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

---

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

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

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

## **PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

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

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

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

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

## **PROMPT PAYMENT**

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

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

---

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

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

## **RESTRICTIONS ON LOBBYING**

### **Conditions on use of funds.**

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

---

Congress in connection with that loan insurance or guarantee.

**Certification and disclosure.**

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

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

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

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

---

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

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

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

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

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

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

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

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

### **Distracted Driving**

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

---

## **SCHOOL BUS OPERATIONS**

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

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

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

## **SOLID WASTES (RECOVERED MATERIALS)**

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

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

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

---

## Applies to States –

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

## **SUBSTANCE ABUSE REQUIREMENTS**

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

## **TERMINATION**

### Termination for Convenience (General Provision)

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

---

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

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

#### Opportunity to Cure (General Provision)

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

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

#### Waiver of Remedies for any Breach

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

#### Termination for Convenience (Professional or Transit Service Contracts)

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

#### Termination for Default (Supplies and Service)

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

---

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

Termination for Default (Transportation Services)

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

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

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

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

Termination for Default (Construction)

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

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

---

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

Termination for Convenience or Default (Architect and Engineering)

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

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

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

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

---

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

#### **TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

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

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

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

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

#### **SEVERABILITY**

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

#### **TRAFFICKING IN PERSONS**

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

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

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

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

---

**NON-COLLUSION AFFIDAVIT FOR CONTRACTOR**

STATE OF ARIZONA

COUNTY OF YUMA

\_\_\_\_\_ declares and says:

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Arizona.

Signed: \_\_\_\_\_

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

---

**CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)**

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

Signed: \_\_\_\_\_

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

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

---

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

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

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

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

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

Signature of Authorized Official: \_\_\_\_\_ Title: \_\_\_\_\_

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

Signature of Attorney/Secretary:

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

---

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_, that:

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, of 20\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

---

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

CONTRACTOR: \_\_\_\_\_

1. CONTRACTOR overall DBE participation rate: \_\_\_\_\_

2. Names/Locations of DBEs contacted by CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Names/Locations of DBEs selected by CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. CONTRACTOR work force breakdown by race and gender:

TOTAL EMPLOYEES (as of \_\_\_\_\_): \_\_\_\_\_

**JOB CATEGORIES**

**EMPLOYEES**

**Male**

**Female**

Wht Blk Hsp Asn Nat

Wht Blk Hsp Asn Nat

Officials & Managers:

Professional:

Technical:

Sales:

Office/Clerical:

Craftsmen:

Laborers:

Service:

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

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

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

---

## **INSURANCE REQUIREMENTS CERTIFICATION**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the Contractor, its agents, representatives or employees.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- Workers' Compensation insurance as required by the State of Arizona (A.R.S. § 23-901, et. seq.) and Employer's Liability Insurance.
- Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

### **Minimum Limits of Insurance**

Contractor shall maintain limits of no less than:

- |                                |  |
|--------------------------------|--|
| General Liability              | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| Automobile Liability           | \$1,000,000 per accident for bodily injury and property damage.  |
| Employer's Liability           | \$1,000,000 per accident for bodily injury or disease.   |
| Errors and Omissions Liability | \$1,000,000 per occurrence.  |

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by YCIPTA, and either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it pertains to YCIPTA, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to YCIPTA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **Other Insurance Provisions**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. YCIPTA, its officers, officials, employees and volunteers are to be covered as insureds with respect to: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to YCIPTA, its officers, officials, employees and volunteers. Any

---

insurance or self-insurance maintained by YCIPTA, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days' prior written notice has been given to YCIPTA by certified mail, return receipt requested.
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Arizona law.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to YCIPTA.

**Verification of Coverage**

Contractor shall furnish YCIPTA with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCIPTA, however, other forms may be acceptable so long as those endorsements conform to YCIPTA requirements. All certificates and endorsements are to be received and approved by YCIPTA before work commences. YCIPTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, be submitted at any time.

**Indemnification**

Contractor shall indemnify and hold harmless YCIPTA and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subContractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of YCIPTA.

*I hereby certify that I have received, reviewed, and agree to abide by the insurance requirements herein.*

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

Contractor: \_\_\_\_\_

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

Signature

## COST PROPOSAL DETAIL

	2021	2022	2023	2024	2025	2026
<b>PROPOSED ADMIN COSTS</b>						
<b>PERSONNEL</b>						
Salaries for Phoenix office Personnel						
Travel Expenses (Please list details) Communications (Please list details)						
Personnel - Taxes & Fringe						
Marketing Costs						
<b>PERSONNEL ST 1</b>						
<b>INDIRECT COSTS</b>						
Home/Back Office Expenses						
Misc Supplies, Furniture, etc. (Please list details)						
Admin costs for NTD* Reporting						
Profit						
<b>INDIRECT COSTS ST 2</b>						
<b>OPERATIONAL COSTS</b>						
Maintenance Costs						
Insurance Costs						
Admin						
Sub-contracting costs						
Vehicle Storage (if any)						
Other (please describe)						
Profit						
<b>OPERATIONAL COSTS ST 3</b>						
<b>TOTALS (1-3 above)</b>						

*\*National Transit Database Reporting*

**Monthly Round Trip Mileage**

**Fares per month**

	<500	<750	<1000	<1250	<1500	<1750	<2000	<2250	<2500	<2750	<3000
8-passenger Ford Van											
9-passenger Ford Van											
12-passenger Ford Van											
14-passenger Ford Van											
15-passenger Ford Van											

**Rental cost per mile**

	<500	<750	<1000	<1250	<1500	<1750	<2000	<2250	<2500	<2750	<3000
8-passenger Ford Van											
9-passenger Ford Van											
12-passenger Ford Van											
14-passenger Ford Van											
15-passenger Ford Van											

**Profit - cost per Van per month**

	<500	<750	<1000	<1250	<1500	<1750	<2000	<2250	<2500	<2750	<3000
8-passenger Ford Van											
9-passenger Ford Van											
12-passenger Ford Van											
14-passenger Ford Van											
15-passenger Ford Van											

This page is intentionally left blank.