



## ***Request for Proposals (RFP) Transit Service Operation and Management***

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RFP Release Date:

Title: 2024 Sage Stage Transit Operations and Management

Description: Operation and management of Sage Stage Intercity Bus and Local Bus services in Modoc County, California.

Project Period: **July 1, 2024, to June 30, 2029, with up to 2 years of optional one year term extensions (optional terms expire on or before June 30, 2031.)**

Project Sponsor: Modoc Transportation Agency

Deadline for Written Questions: November 14, 2023  
Modoc Transportation Agency  
108 S. Main Street  
Alturas, CA 96101

Proposals Due: **January 15, 2024** (Postmarks will not be accepted.) One (1) signed original and four (4) copies mailed or delivered by 2:00 P.M. to:  
Modoc Transportation Agency  
108 S. Main Street, Alturas, CA. 96101  
ATTN: Sage Stage Operations Proposal

Contact: Debbie Pedersen  
Executive Director  
Modoc Transportation Agency  
Phone: (530) 233-6410  
Email: [dpedersen@modoctransportation.com](mailto:dpedersen@modoctransportation.com)

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# SECTION 1: REQUEST FOR PROPOSALS

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## MANAGEMENT AND OPERATIONS FOR SAGE STAGE

## I. DESCRIPTION OF THE PROJECT

### A. Area Profile

Modoc County is an isolated rural area in the northeast corner of California. The county borders Oregon to the north, Siskiyou County to the west, Lassen County to the south, and Nevada to the east. Alturas, the only incorporated city, lies approximately 150 miles northeast of Redding, California, 192 miles northwest of Reno, Nevada and 106 miles southeast of Klamath Falls, Oregon.

The population of the county is approximately 8,763 (Reference: US Census 2020). The region's activity center, single incorporated city and county seat is the City of Alturas with a population of 2,692. Located at the hub formed by U.S. 395 and State Route 299, Alturas lies in a broad valley at an elevation of approximately 4,300 feet. It serves as the commercial, lodging, and tourist center of the region, as well as a limited medical care center.

The high desert climate of Modoc County is characterized by warm, dry summers and cold, moderately wet winters. Low temperatures in January average 16 degrees Fahrenheit, while the high temperatures in August average 88 degrees Fahrenheit. Annual precipitation levels range from nine to 18 inches in the valley areas to 35 inches in the southwest mountainous areas.

Modoc County's major arterial highway is U.S. 395, connecting the county to Lakeview, Oregon to the north and Susanville, California and Reno, Nevada to the south. The county is also served by State Routes, 299 and 139, which are designated state scenic highways. The county includes the Clear Lake and Modoc National Wildlife Refuges and Modoc National Forest, which are tourist attractions in the summer, and an alpine ski area in the Warner Mountains.

### B. Sage Stage Services

#### Intercity Routes

Sage Stage is comprised of three intercity routes. Due to limited resources and highly fluctuating demands, all Sage Stage services are operated on a reservation basis. These routes link Alturas to nearby regional centers. Intercity buses leave Alturas at 8:00 AM with a return trip in the afternoon of the same day. Each intercity route is operated with one bus making a three- to four-hour layover in the terminus regional center. For passenger convenience, the bus drops off and picks up riders at specific destinations, such as hospitals, health care facilities, airports, bus and train stations, and popular locations within the city limits. The three routes are as follows:

- **Alturas – Susanville - Reno Intercity Route** operates one round trip each Monday, Wednesday, and Friday.
- **Alturas to Klamath Falls Intercity Route** operates one round trip each Thursday.
- **Alturas to Redding Intercity Route** operates one round trip each Tuesday.

#### Local Bus Service

MTA provides a demand response (Local Bus) service for the general public on weekdays between 7:45 AM and 5:30 PM. This service is provided within a 10-mile radius of Alturas, including to and from the Modoc Estates and Cal Pines subdivisions. The Local Bus Service provides curb-to-curb service to the general public and door-to-door access for elderly and disabled persons, on a limited basis. Exhibit "D" of Section 3 of this document provides a Sage Stage Bus Schedule and service area map as a reference to the current services to be provided.

### C. Vehicles and Equipment

MTA owns five lift-equipped cutaway-type buses that are provided to operate transit services. Exhibit "C" of the attached DRAFT AGREEMENT provides a complete list of vehicles and equipment owned by the MTA that are provided to the CONTRACTOR for transit operations. All buses are fully equipped with fare boxes and on-board cameras.

The MTA provides overall administration, planning, marketing, monitoring, intergovernmental and community liaison, and management requirements of the system. Fuel and all vehicle maintenance is

provided by MTA via local vendors. Additionally, the MTA provides all fare media, bus stop signs, and street side amenities. The MTA utilizes the services of the CONTRACTOR to provide operations, drivers, staff, expert management of their employees, driver safety programs, vehicle and employee payroll, benefits, and vehicle insurance. Due to the remoteness of the Sage Stage service area and distances traveled on the intercity routes, cell phones are used for communication between Sage Stage staff members.

**D. Operations Facility**

MTA / Sage Stage office and buses are located at 108 S. Main Street in Alturas. This MTA facility includes administrative offices, passenger amenities, driver office, vehicle storage, and operations space.

**E. Service and Staffing Levels**

Sage Stage buses annually operate approximately 6,000 Vehicle Service Hours and 125,000 Vehicle Service Miles. These service levels are anticipated to remain relatively constant over the entire five-year contract period with current funding unchanged. If additional funding is available, MTA could expand service levels to meet Modoc County transportation needs/demands.

Currently, Sage Stage operations personnel consist of:

- 4 Drivers (3 full-time, 1 part-time)

Staffing needs are subject to change as routes and schedules are adjusted over time.

**II. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

The following shall be considered an essential part of this Request for Proposals (RFP).

**A. General Information**

Proposals are requested by the Modoc Transportation Agency, referred to as “MTA” herein, for the provision of labor, insurance, and technical expertise for the Sage Stage intercity and Local Bus services. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as “OFFEROR” or “CONTRACTOR”.

Incorporated into this RFP is a DRAFT AGREEMENT which specifies the scope of work required. The successful OFFEROR to whom an award is made will be required to enter into an agreement with MTA substantially similar to the DRAFT AGREEMENT. The final AGREEMENT will incorporate changes or revisions necessitated by the RFP process and negotiations which will be subject to review and approval of the MTA Legal Counsel. The selected OFFEROR will be responsible for meeting all requirements as specified in the DRAFT AGREEMENT, including but not limited to, employee standards and training, safety, on-time performance, reporting, billing, insurance coverage, appropriate licensing, and other federal and/or state legal requirements.

**B. Tentative Schedule**

The proposal timeline is as follows:

Release of RFP .....	October 10, 2023
Deadline for Submission of Written Questions .....	November 14, 2023
Response to Written Questions or Clarifications .....	November 27, 2023
Pre-proposal Opening Protests to MCTC due .....	December 8, 2023
Pre-proposal Opening written response from MCTC due .....	December 18, 2023
Pre-proposal Appeals to Caltrans due .....	December 27, 2023
Proposals Due .....	January 15, 2024
Review Proposals .....	January 15-26, 2024
Award Contract .....	March 8, 2024
Post-proposal Protest to MCTC due .....	February 14, before 2:00 p.m.
Post-proposal written response from MCTC due .....	February 23, 2024
Post-proposal Appeals to Caltrans due .....	February 28, 2024
Contract Start .....	July 1, 2024

These tentative dates, including service beginning date, are subject to change at the sole discretion of the MTA.



### C. RFP Receipt Confirmation / Intent to Submit Proposal

OFFERORS must submit a letter or email to the Executive Director Debbie Pedersen, to advise the MTA that (1) OFFEROR has read and understood the Request for Proposals; (2) OFFEROR intends to participate in this solicitation; and (3) OFFEROR has designated a specific contact, including person's name, title, complete address, email, and telephone. Failure to submit the letter or email with contact information will result in no further communication from the MTA or addenda relating to this RFP.

### D. Questions and Comments

All questions and comments must be submitted via email to Debbie Pedersen, MTA Executive Director [dpedersen@modoctransportation.com](mailto:dpedersen@modoctransportation.com) and in accordance with timelines in Section II, B.

### E. RFP Addenda

Any changes to this RFP or its requirements will be made by written addenda and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the contract documents, and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be mailed electronically to the email address provided by each bidder or OFFEROR. All addenda shall be signed and attached to the proposal form. Failure to deal with or attach any addendum shall cause a proposal to be considered non-responsive; such proposals shall be rejected.

### F. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the MTA shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

### G. Protest Procedures

Pre-Proposal Opening. Protests regarding any aspect of the attached materials and Modoc Transportation Agency's solicitation procedures must be submitted in writing (via mail only) to the Executive Director, 108 S. Main Street, Alturas, CA. 96101, by 2:00 PST pm, December 8, 2023. The Executive Director will respond to these protests by December 18, 2023, by email.

Post Proposal Opening. Direct protests concerning the Modoc Transportation Agency's post-proposal process writing via mail only, email to the Executive Director at 108 S. Main Street, Alturas, CA. 96101 by 2:00 p.m. PST, February 14, 2024. The Executive Director will respond to these protests by February 28, 2024, by email.

Appeals to Caltrans. Direct appeals concerning the Modoc Transportation Agency's pre-proposal opening process in writing, via mail only, to California Department of Transportation, at the address shown below. The deadline for pre-proposal appeals to Caltrans is December 27, 2023.

Direct appeals concerning the Modoc Transportation Agency's post-proposal opening process in writing, via mail only, to California Department of Transportation, at the address shown below. The deadline for post-proposal appeals to Caltrans is February 28, 2024.

Caltrans review of any protest will be limited to: (1) Violations of Federal law or regulations. (2) Violation of Modoc Transportation Agency's protest procedures or Modoc Transportation Agency's failure to review a complaint or protest when presented an opportunity to do so. (3) Violations of State or local law or regulations.

The appeal filed with Caltrans must:

- (1) Include the name and address of the interested party.
- (2) Identify Modoc Transportation Agency as the party responsible for the RFP process.
- (3) State the grounds for appeal with supporting documentation.
- (4) Include a copy of the protest filed with Modoc Transportation Agency and a copy of Modoc

- Transportation Agency's decision, if any.  
(5) State the relief desired from Caltrans.

Such appeals **must** be sent to:

**California Department of Transportation  
Division of Local Assistance, MS 39  
FTA Programs Procurement Oversight Branch  
Attn: Mr. Frank Nevitt  
PO Box 942874  
Sacramento, CA. 94274-0001**

A copy of the appeal must also be sent to the MTA Executive Director at 108 S. Main Street, Alturas, CA. 96101.

#### **H. Required Submittal Information**

Sealed proposals must be received by MTA at the office listed below **no later than 2:00 p.m, TDB.** OFFERORS are responsible for making certain proposals are complete and delivered on time to:

**Debbie Pedersen, Executive Director  
Modoc Transportation Agency  
108 S. Main Street  
Alturas, CA 96101  
Attention: Sage Stage Transit Services Proposal**

Proposals will be accepted in person, by United States mail, by private delivery service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or fax transmission. Proposals may be withdrawn prior to the above scheduled time set for receiving proposals in the same manner by which proposals are accepted.

The MTA will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered and will be returned to OFFEROR unopened.

Each OFFEROR must submit at least one (1) original signed copy and three (3) duplicate copies of the complete proposal, plus a copy in PDF format on a CD or flash drive, in a sealed envelope(s) that is marked with the words "Sage Stage Transit Services Proposal" and the name of the OFFEROR. Failure to submit the required number of proposals will constitute an incomplete submittal.

The use of the attached PROPSAL FORM is not required, but all proposals must include all required attachments and a signed price proposal. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto, and all corrections must be initialed in ink by the person signing the proposal.

Unacceptable conditions, limitations, provisions, or failure to respond to specific instructions or information requested may result in rejection of the proposal.

A bid bond or certified check in the amount of Twelve Thousand Dollars (\$12,000) must accompany each proposal. All such security documents provided by OFFERORS shall be held by MTA until the award of contract. Upon award, security documents provided by unsuccessful OFFERORS shall be immediately returned. The successful OFFEROR's bid security will be returned upon execution of an agreement between the MTA and OFFEROR, and the OFFEROR's provision of the required. A Performance Bond is required (unless waived - see Section N below) pursuant to this RFP.

If the proposal consists of a "prime" contractor and one or more subcontractors, OFFEROR shall identify the subcontractors in the areas of their responsibility and percentage of the work to be accomplished by each subcontractor. If OFFEROR utilizes subcontractors in the proposal, OFFEROR's services must equal sixty percent (60%) or more of the total costs of the proposal. The MTA will enter into an agreement only with the prime contractor who shall be responsible for all services required by this RFP and the attached AGREEMENT.

By submitting a proposal, OFFEROR certifies that his or her name (as well as the name of any proposed subcontractor) does not appear on the Comptroller General's List of Ineligible Contractors for federally assisted projects. No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for ninety (90) days after the final proposal submission date.

## I. Public Records and Confidentiality

The proposals shall be held in confidence and shall not be available for public review (Government Code Section 6254 (h) and (k) until all negotiations are complete and an MTA meeting agenda is released with a recommendation for award. Upon release of such agendas, all proposals shall be public records (except financial statements, submitted under a separate cover for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction).

## J. Screening, Selection and Award

Screening and selection will take place through the process described below. Contract award will be made to the OFFEROR which (a) meets REQUIRED QUALIFICATIONS OF CONTRACTOR specified in Part III of this RFP, and (b) submits the proposal considered most advantageous to MTA based on EVALUATION CRITERIA set forth under Part IV of this RFP.

Negotiations may or may not be conducted with OFFERORS; hence, the proposal should include the OFFERORS' most favorable terms and conditions since selection may be made without discussion with any OFFEROR.

The Screening and selection process will be as follows:

Step 1: Sealed proposals will be opened and evaluated to determine compliance with the REQUIRED QUALIFICATIONS OF CONTRACTOR. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

Step 2: Responsive proposals will be reviewed by an evaluation panel based on the EVALUATION CRITERIA of this RFP and the weighting criteria assigned thereto. Weighted scores from all panel members will then be added and a percentage value will be calculated and assigned to each proposal. Following the evaluation, a decision will be made whether to recommend award of the contract without further discussion to the OFFEROR receiving the highest score, or to negotiate with OFFERORS within a competitive range. The decision is expected to be made on or before April 16, 2024.

If a decision is made to conduct negotiations with OFFERORS, only those OFFERORS will be interviewed on or before April 10, 2024. The purpose of such interviews will be to obtain additional information or clarification of each of those OFFERORS' proposals, and to discuss modifications of such proposals.

**At a minimum, the proposed project manager and a senior manager authorized to commit on behalf of the OFFEROR shall be present at interviews.** Failure to provide the required personnel for the interviews may be grounds for disqualification of the proposal. OFFERORS that are within the competitive may be interviewed will then be given an opportunity to submit "best and final" offers. Such offers shall include any modifications made to the original proposals. "Best and final" offers must be received at the following address by no later than 2:00 p.m. on April 10, 2024.

**MODOC TRANSPORTATION AGENCY  
c/o Debbie Pedersen, Executive Director  
108 S. Main Street  
Alturas, CA 96101-3936  
Phone: (530) 233-6422**

Step 3: The evaluation panel will review "best and final" offers using the same evaluation criteria and weighting system described within this RFP. Weighted scores from all members will be added to

determine which proposal has the highest score. The evaluation panel will then recommend one firm, based on the results of the final scoring, for MTA Board of Directors' approval. Approval is expected by April 2, 2024.

The MTA reserves the right to withdraw this RFP at any time without prior notice. Further, the MTA reserves the right to modify the RFP schedule described above. The MTA also makes no representations that any contract will be awarded to any OFFEROR responding to this RFP. The MTA expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsibility and responsiveness of any OFFEROR and of the suitability of the materials and/or services to be rendered.

#### **K. Exceptions and Alternatives**

OFFERORS may not, after exhausting protest avenues, take exception or make alterations to any requirement of this RFP. If an alternative proposal is submitted, it must be clearly identified. No such proposal shall be considered unless it satisfies all the requirements of this RFP. The MTA expressly reserves the right in its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in the MTA's best interest.

#### **L. OFFEROR's Representations**

In submitting a proposal, the OFFEROR affirms that he or she is familiar with all requirements of the RFP and has sufficiently informed himself or herself in all matters affecting the performance of the work or the furnishing of the labor, expert management and insurance called for in this RFP; that OFFEROR has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR and are a complete statement of his or her prices for performing the work or furnishing the labor, expert management and insurance required. The OFFEROR waives any claim for the return of his or her bidder's security, if on account of errors or omissions claimed to have been made by him or her in the proposal, or for any other reason, the OFFEROR should refuse or fail to execute a contract with the MTA. The above provisions shall apply equally to any proposal modifications submitted by OFFEROR in a "best and final" offer.

#### **M. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by OFFEROR in: (1) preparing the proposal in response to this RFP; (2) submitting the proposal to the MTA; (3) negotiating with the MTA any matter related to this RFP; (4) any other expenses incurred by the OFFEROR prior to the date of award, if any, of the proposed AGREEMENT.

In any event, the MTA shall not be liable for any pre-contractual expenses incurred by OFFEROR. OFFEROR shall not include any such expenses as a part of the price proposed in response to this RFP.

#### **N. Performance Bond**

Within ten (10) calendar days after the award of the contract, the successful OFFEROR will be required to furnish, at OFFEROR'S own expense, a Performance Bond or other surety acceptable to the MTA, in the amount of twenty percent (20%) of annual contract cost, as a guarantee of good faith on behalf of the OFFEROR that the terms of the contract shall remain in full force and effect during the full term of the AGREEMENT between the MTA and OFFEROR. However, the MTA reserves the exclusive right to rescind this requirement at any time during the contract period.

In lieu of furnishing a Performance Bond, MTA may elect to permit the OFFEROR, upon OFFEROR's written request, to have five percent (5%) of each contract payment retained in an interest-bearing escrow account rather than comply with the Performance Bond surety requirement. Such withholdings will be deducted from the monthly payments to a contractor until the total retention equals five percent (5%) of the annual contract cost. This escrow account will remain in effect throughout the entire term of the contract and will continue in effect until after the date the MTA releases any claims for payment.

## O. Compliance With Laws and Requirements

By submitting a proposal, OFFEROR certifies that he or she will comply with all local, state, and federal laws, regulations and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, Americans with Disabilities Act, and other laws and regulations applicable to contracts utilizing state and/or federal funds. In connection with this project, the OFFEROR shall not discriminate on the grounds of race, color, or national origin.

## P. Disadvantaged Business Enterprise Utilization

This project is financed in part with funding received under Section 5311 of the Federal Transit Act. To comply with Federal rules and regulations, the MTA has developed and implemented a Disadvantaged Business Enterprise Program and Policy pursuant to 49 CFR Part 26. It is the policy of the MTA that equal opportunity to participate in its procurement will be provided to Disadvantaged Business Enterprise (DBE) firms.

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

### Disadvantaged Business Enterprise (DBE) Program

1. This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” In compliance with 49 CFR 26, Caltrans set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. The required goal for DBE participation in this solicitation is XX percent (XX%).
2. To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation’s goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. DBE participation will count towards Caltrans’ federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts.
3. It is the Bidder’s/Proposer’s responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification Program (CUCP), go to: <https://californiaucp.dbesystem.com/>
4. Proposer shall complete and submit Attachment B, Bidder/Proposer *Disadvantaged Business Enterprise DBE Information ADM-0227F* and/or Bidder/Proposer *Disadvantaged Business Enterprise DBE Good Faith Efforts Documentation ADM-0312* for detailed information and the required forms. Required forms will be made a part of the Agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation may result a bid/proposal being rejected as non-responsive.
5. The requirement to advertise for the purpose of identifying potential DBEs is waived.

## Q. Interpretation

The laws of the State of California shall govern all the rights and duties of the successful OFFEROR and MTA under the contract entered into pursuant to this RFP.

## R. Execution of the AGREEMENT

The CONTRACTOR shall sign and date the AGREEMENT as an individual, partnership, limited liability, joint venture, or corporation, shall state the type of business and provide proof regarding legally authorized signature by resolution, written contract, or other authorizing documents in



accordance with negotiated and agreed to services.

### **III. REQUIRED QUALIFICATIONS OF CONTRACTOR (Step 1)**

Proposals for the provision of labor, expert management and insurance for the MTA public transit system will be evaluated by the MTA to determine whether or not they meet the following required minimum qualifications. ANY PROPOSAL WHICH FAILS ON ANY OF THESE ITEMS MAY BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

#### **A. Conflict of Interest/Ineligibility**

Any proposal which indicates a conflict of interest or is on the Comptroller General's list of ineligible contractors for federally assisted projects, will be considered non-responsive and will be rejected.

#### **B. Experience, Personnel and Financial Status**

In order to be considered a responsive OFFEROR, the OFFEROR must have all of the following:

1. The firm or general partner of the firm must demonstrate extensive and recent experience (at least five years) in providing public transportation services for systems similar to that contemplated herein. The OFFEROR should demonstrate familiarity with the management and operation of deviated fixed-route (intercity) and demand response public transit services, including all related tasks such as vehicle control and dispatch, personnel management, training, safety, compliance with ADA regulations, experience with CHP and Federal Motor Carrier inspections, and FTA Drug & Alcohol reporting. A statement of qualifications demonstrating the foregoing and listing the OFFEROR'S experience in the public transit field, together with the names, addresses and telephone numbers of other public transit clients, including all other public transit system clients in California, Oregon, and Nevada shall be furnished with the proposal.
2. The OFFEROR should submit a description of the firm's organizational structure, history, legal status (i.e., partnership, corporation, etc.), list of owners and officers, capabilities and experience, management philosophy and personnel policies.
3. The OFFEROR must have and identify a proposed manager who, at the time-of-service start-up, has performed well in previous jobs (include resume) and has at least three (3) years recent experience in managing (as either a manager or assistant manager) public transportation services similar to those contemplated in this RFP, plus adequate managerial experience in public or private agencies supervising at least six (6) people. Managing these services means having direct supervisory responsibility for all facets of operations.
4. The OFFEROR must prove to MTA's satisfaction that they possess sufficient organizational/manpower resources to accommodate turnover in management and other personnel without disrupting operations. Alternatively, the OFFEROR may propose measures that would mitigate such turnover.
5. OFFEROR must submit a description of proposed staffing levels and proposed employee benefit package that will be provided including any incentive or motivational programs. These items will be explained further in Section V Proposal Form.
6. The proposal must demonstrate that the OFFEROR possesses a good operational safety record including satisfactory inspection ratings from the California Highway Patrol or other applicable enforcement agency, by presenting evidence of such record to the MTA.
7. OFFEROR must document OFFEROR's screening and selection program for vehicle operations employees including a proposed alcohol and substance abuse screening program in accordance with the DRAFT AGREEMENT, EXHIBIT "A" SCOPE OF WORK, Section 2.8.
8. The OFFEROR must propose a comprehensive, ongoing training, safety, and safety awards program for all employees associated with MTA's service, with particular emphasis on drivers and personnel associated with customer service. MTA places a high priority on customer service,

and the proposed training program should include customer service skills and techniques and incentives for recognition of excellent customer service. The training program must be documented in the proposal, including a breakdown of the hours and subject areas to be covered. Training resources must be identified, including the trainers, their qualifications and certifications/licenses held.

9. The OFFEROR must propose an adequate Management Information System (MIS) to implement and maintain the data collection, accounting, and reporting requirements of the DRAFT AGREEMENT. The proposed MIS must include a description of computer resources to be used, including up-to-date software, computer equipment, and personnel skilled in using such equipment.
10. The OFFEROR must have a satisfactory record of performance, including positive references from other public transit agencies that have recently contracted with the firm.
11. The OFFEROR must have adequate financial resources or the ability to obtain such resources as required during performance of the AGREEMENT and must present the MTA with financial statements, including Income Statement and Balance Sheet covering 2019, 2020, and 2021 years. If a financial statement from 2021 is not available, OFFEROR must so state and provide a financial statement for 2018 in lieu of the 2021 year. (Information on the firm's financial status will be withheld from public review if submitted under separate cover with a request for confidentiality and unless disclosure is ordered by a court of competent jurisdiction).
12. OFFEROR's proposed allocation of contract resources must demonstrate an understanding of the scope of work requirements as described in the DRAFT AGREEMENT and attachments thereto. OFFEROR must submit a detailed cost model like the Suggested Pricing Sheet on the PROPOSAL FORM.
13. The insurance and bonding requirements of this RFP, including the DRAFT AGREEMENT, will be considered the minimum requirements, and must be complied with in every respect. OFFEROR must state renewal dates and must provide a statement of loss experience for the previous five years. The statement of loss experience must also identify any claims that may be pending at the present time.

### **C. Operations Facilities**

The successful OFFEROR shall be required to utilize the operations facilities provided by MTA.

### **D. Contract Options**

To be considered responsive, OFFEROR must respond to the requested contract options.

### **E. Time Schedule/Transition Plan**

Each OFFEROR shall submit a time schedule and transition plan setting forth the sequence of activities, events and associated time requirements proposed to be undertaken from the point of contract award through the first full month of system operations under the new AGREEMENT. The time schedule must provide for the transition to the new CONTRACTOR on July 1, 2024, with no disruption to existing MTA services and with new services smoothly implemented.

## **IV. EVALUATION AND SELECTION CRITERIA (Steps 2 & 3)**

### **A. Criteria to Determine Proposals within a Competitive Range (Step 2)**

Responsive proposals will be evaluated in accordance with the following primary three evaluation and selection criteria, listed in general order of relative importance as follows:

#### **1. Price:**

MTA's primary goal is to provide as many rides as possible for Modoc County residents in need of transportation. Unfortunately, the region is challenged by its remote location and limited funding. Providing effective transit service in Modoc County depends on many variables that fluctuate from

year to year. Therefore, the price proposal will consist of the rates at which the CONTRACTOR will charge MTA for specified elements (labor, insurance, management fee, and profit). Furthermore, the OFFEROR shall pay personnel according to the contract employee compensation schedule in “Appendix A” The price proposal that is considered the most advantageous and offers best value to MTA and Sage Stage will receive the highest ranking.

2. Personnel, Organization & Management:

Proposed personnel (staffing level in terms of positions and approach to retention of existing service personnel, assessment of any labor contractual commitments the OFFEROR may have during and beyond the contract period); proposed training, safety, and safety awards program; proposed handling of absentee situations; organizational depth (capability of handling turnover, the level of professional services in the proposal).

Experience and references of the OFFEROR, the on-site manager and senior level supervisor or other personnel who will be available for expert advice; firm’s ability to respond to turnover in managers and key personnel.

Overall performance on similar projects; contract retention and longevity; initiative and flexibility; safety record (CHP or equivalent safety inspection record and preventable collision accident rates); employee relations record and turnover; financial stability and capabilities; insurance coverage. Per California Labor Code Section 1072 a 10% preference will be provided to retain the employees of the prior contractor or subcontractor for a period of not less than 90 days.

3. Technical:

Proposed management information system. Understanding and commitment to EEO, DBE, and ADA requirements. Demonstrated understanding RFP requirements, the DRAFT AGREEMENT, and attachments. Overall proposal approach and completeness.

**B. Final Selection (Step 3)**

MTA will utilize the above selection criteria, may conduct interviews, negotiate, and review firms ranked within the competitive range to solicit best and final offers.

**V. PRICE PROPOSAL FORM**

The PRICING SHEETS in the attached Excel file shall be used as a guideline to submit the OFFEROR’s price proposal for all work described in the DRAFT AGREEMENT and EXHIBIT “A” - SCOPE OF WORK. There is one pricing sheet for each year of the contract.

The OFFEROR’S price proposal must consist of estimated labor costs, insurance costs, management fee, and profit for each year of the contract period. In accordance with Section 9.1 - Price Formula, of the DRAFT AGREEMENT, the successful OFFEROR will invoice MTA directly each month for actual expenses incurred. On top of pass-through expenses, the successful OFFEROR will bill MTA for included in the Excel spreadsheet display detailed cost elements to be considered when creating this price proposal. The tables titled Option yr 1 and Option yr 2 are for option years one and two. An explanation of each cost element is provided below. Additionally, Section 3 of Exhibit A – Scope of Work includes a table displaying the distribution of duties and responsibilities for operation of the Sage Stage transit system.

**A. Cost Element Explanations**

1. Direct Labor – Pass Through

As staffing levels are subject to change, the purpose of this section is to provide the OFFEROR and MTA a general overview of direct labor costs.

Payroll

The OFFEROR shall pay employees according to the existing contract employee compensation schedule presented in Appendix A. The OFFEROR should provide in the proposal driver staffing level as well as estimated hours worked per month for all personnel over the contract period. For the



OFFEROR's reference Sage Stage actual hours worked, paid time off and paid holidays for each personnel position over the 24-month period of October 1, 2016, through September 30, 2018, is presented in Appendix B. The Sage Stage Rider's Guide is displayed in Exhibit D of Section 3.

Employer Payroll Taxes

The OFFEROR should account for payroll taxes in the calculation of direct labor costs.

Employee Benefits & Insurance

MTA's holiday and paid time off accrual process is presented in Appendix A. The OFFEROR may suggest a different benefit compensation schedule. Regardless, the OFFEROR must indicate the preferred method of payment for holiday and Personal Time Off (PTO) hours (payment up front or throughout the contract period). CONTRACTOR will be required to either provide health insurance in compliance with the Affordable Health Care Act. A description of this benefit should be included in the proposal. Finally, workers' compensation rates should be included in this section. Included in the employee benefits is a Safety Bonus program. The current Safety Bonus is \$200 per employee per year without chargeable/preventative incidents.

2. Insurance

***Vehicle Insurance***

The OFFEROR shall estimate vehicle insurance costs for the duration of the contract period. OFFEROR may suggest a price per vehicle, per mile, or flat monthly fee.

***Liability Insurance***

The OFFEROR shall estimate liability insurance costs over the duration of the contract period.

3. Management Fee

This cost element accounts for expert assistance/system planning, staff training, annual inspections, compliance requirements, annual reports and certifications, and any other management type duties which are required in the contract. The OFFEROR may fill in any additional miscellaneous expenses in this section if the item is specified. The OFFEROR shall propose a rate of payment or amount that is reasonable to cover the cost of providing these management services.

4. Profit

It is up to the discretion of the OFFEROR to determine a rate or method of payment to account for profit on top of actual expenses incurred. For example: an OFFEROR could calculate a fee based on a % of total transit services expenses (labor, insurance, and management) and propose a monthly flat rate on the PRICE PROPOSAL FORM for the management fee.

Monthly line-item costs should be tallied to produce estimated annual costs for the duration of the 5-year contract, (Fiscal Year (FY) 24-25, FY 25-26, FY 26-27, FY 27-28, FY 28-29, and FY 29-30) plus the two option years (FY 30-31 and FY 31-32). As stated in Section IV Evaluation and Selection Criteria, the annual costs estimated on the PRICE PROPOSAL FORM are not fixed total costs, rather a base cost reflecting current driver hourly rates, paid holidays, and other payroll costs. Firm cost rates at which the CONTRACTOR will invoice MTA will be negotiated in the final contract and are based on actual hourly wages and holidays as set by the MTA. These Pricing Sheets provide MTA with a method for comparing all OFFERORS cost proposals.

See [Pricing Sheets.xls](#)

## Appendix A Salary Schedule, Wages and Benefits

(g) In accordance with California Labor Code Section 1070-1074, a public transit agency shall give a 10% preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor for a period of not less than 90 days.

### Contract Employees' Compensation Schedules

#### DRIVER WAGES

Effective 10/01/2022

Due to min wage increase 01/01/22

Effective Date/Tenure	Wage (per Hour)	
A-B	\$17.33	
C	\$18.19	
D	\$19.10	
E	\$20.06	
F	\$21.06	
G	\$22.11	
H	\$23.22	
I	\$24.38	
J	\$25.60	
K		
L		
M		
N		
O		

#### BENEFITS

**Holidays** (9 annually) Full Time 8 paid hours, Part Time 4 paid hours each holiday

<b>New Years Day</b>	<b>Labor Day</b>
<b>President's Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Day after Thanksgiving</b>
<b>4th of July</b>	<b>Christmas Eve Day</b>
	<b>Christmas Day</b>

**Paid Time Off** Full Time: 80 hours per year  
Part Time: 40 hours per year

**Health Insurance** Non-probationary full-time employees and their dependents qualify for company paid health insurance. Dental and vision insurance are available. Employee must sign up for insurance when initially eligible. Qualified employees may sign up during Open Enrollment period (each October/November) per current contractor.

**Life Insurance** Company provides a survivor benefit of \$10,000.

**Uniforms** Sage Stage provides uniforms

**Notes:**

- (a) Each driver earns annual "Safety Bonus" (\$200) for performance without any chargeable incidents during one 12-month period (The Driver's initial period starts upon driver's hire date/1st day of training.)
- (b) All benefits are "earned" after completion successful probation (start of next pay period following 6 full-months service).

## Contract Employees' Compensation Schedules

### LEAD DRIVER WAGES

Effective 2/1/2022

Due to Min Wage Increase 01/01/22

Step (Annual increase)	Wage (per Hour)	
A	\$18.01	
B	\$18.91	
C	\$19.86	
D	\$20.85	
E	\$21.89	
F	\$22.99	
G	\$24.14	
H	\$25.34	
I	\$26.61	
J	\$27.94	
K		
L		
M		
N		
O		

### BENEFITS

**Holidays**  
(9 annually)

Part Time 4 paid hours each holiday  
**New Years Day**  
**President's Day**  
**Memorial Day**  
**4th of July**  
**Labor Day**  
**Thanksgiving Day**  
**Day after Thanksgiving**  
**Christmas Eve Day**  
**Christmas Day**

**Paid Time Off**

Full Time: 80 hours per year  
 Part Time: 40 hours per year

**Health Insurance**

Non-probationary full-time employees and their dependents qualify for health insurance. Dental and vision insurance are available. Employee must sign up for insurance when initially eligible. Qualified employees may sign up during Open Enrollment period (each October/November) per current contractor.

**Life Insurance**

Company provides a survivor benefit of \$10,000.

**Uniforms**

Company provides uniforms

Notes:

- (a) Each driver earns annual "Safety Bonus" (\$200) for performance without any chargeable incidents during one 12-month period (The Driver's initial period starts upon driver's hire date/1st day of training.)
- (b) All benefits are "earned" after completion successful probation (start of next pay period following 6 full-months service).

## Appendix B - Sage Stage Actual Hours –

### Actual Labor for Two Previous Years by Quarter

Title	Rate	Effective	Description	Hours/PayPeriod by Quarter Ending								
				12/31/16	3/31/17	6/30/17	9/30/17	12/31/17	3/31/18	6/30/18	9/30/18	
FT Driver	\$ 19.43	4/9/12	Worked	406.75	487.50	488.75	473.75	463.00	473.25	460.75	3254	
Office Assistant			PTO	80.00	8.00	16.00	32.00	16.00	0.00	40.00	192	
			Holidays	24.00	8.00	0.00	16.00	24.00	16.00	8.00	96	
Active Service = (6yrs 5 mos)												
FT Driver	\$ 15.23	2/28/17	Worked	0.00	187.34	386.25	463.50	398.25	448.25	538.75	2422	
Office Assistant			PTO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
			Holidays	0.00	0.00	0.00	6.00	24.00	12.00	8.00	50	
Active Service = (1 yrs 7 mo)												
FT Driver	\$ 15.23	8/6/17	Worked	0.00	0.00	0.00	189.75	338.00	428.50	502.25	931	
Office Assistant			PTO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
			Holidays	0.00	0.00	0.00	0.00	0.00	6.00	8.00	14	
Active Service = (1 yr 1 mos)												
PT Driver	\$ 14.50	6/19/18	Worked	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
			PTO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
			Holidays	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
Active Service = ( 3 mos)												
FT Driver	\$ 14.50	10/9/16	Worked	400.71	416.25	380.25	469.50	346.50	349.20	0.00	2362	
			PTO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
			Holidays	0.00	0.00	0.00	12.00	28.00	12.00	0.00	52	
Terminated 3/13/18 = (1 yr 5 mos)												
Driver	\$ 17.62	5/5/16	Worked	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
			PTO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
			Holidays	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
Resigned 8/26/2016 = (3 mos)												
FT Driver	\$15.99	4/13/15	Worked	473.00	433.25	374.25	502.25	445.75	153.48	0.00	2382	
			PTO	0.00	38.18	0.00	0.00	0.00	0.00	0.00	38	
			Holidays	32.00	0.00	0.00	14.00	24.00	8.00	0.00	78	
Resigned 1/26/2018 = (2 yrs 9 mos)												
FT Driver	\$ 15.23	10/4/15	Worked	242.28	0.00	0.00	0.00	0.00	0.00	0.00	242	
			PTO	16.00	0.00	0.00	0.00	0.00	0.00	0.00	16	
			Holidays	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
Terminated 11/26/2016 = (1 yrs 1 mos)												
<b>Total Hours from October 2016 - September 2018</b>											<b>12130</b>	

Note: Due to the pandemic and service changes during that period, earlier data is being used.

**ATTACHMENT C**  
**ADM-2227F**  
**ADM-0312F**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Page 1 of 2

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

ADM-0227F (REV 04/2018)

(CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

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

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

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

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

**PART C — FOR CALTRANS USE ONLY** (Verification Completed by Office of Business and Economic Opportunity)

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE)**  
**GOOD FAITH EFFORTS DOCUMENTATION**  
 ADM-0312F (REV 03/2018) (Page 1 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE

**BIDDER/PROPOSER INSTRUCTIONS:** Submittal of only the Disadvantaged Business Enterprise (DBE) Information form, ADM-0227F, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposer should always submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the bidder/proposer did not meet the DBE goal. If a bidder/proposer does not meet the DBE goal, a bidder/proposer must make an adequate GFE to be responsive. Bidder/proposer shall complete this Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312F, and submit the requested information below with its bid by the bid due date and time.

**1. OUTREACH DOCUMENTATION**

Describe the bidder's/proposer's outreach efforts to identify and solicit the interest of all certified DBEs that have the capability to perform the work of the contract. Provide copies of supporting documentation.

DESCRIPTION OF OUTREACH	DATE(S)	LOCATION (IF APPLICABLE)	RESULTS

**2. DBE DOCUMENTATION**

- a. List the names of certified DBEs and all dates on which they were solicited to bid on the contract.
- b. Include the items of work offered and the dates and methods used for initial and follow-up solicitations to determine with certainty whether the DBEs were interested.
- c. Attach copies of solicitations, e-mail messages, telephone records, fax confirmations, etc.

Check the appropriate box:     IFB             RFP             RFQ

**SOLICITATIONS**

NAME OF DBE SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK OFFERED	FOLLOW-UP METHODS AND DATES

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

ADM-0312F (REV 03/2018) (Page 4 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE

**7. ASSISTANCE TO DBEs - Equipment/Supplies and Materials/Related Assistance or Services**

Describe the bidder's/proposer's efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE purchases or leases from the prime contractor or its affiliate. Identify the DBEs assisted, the type of assistance offered, and the dates. Provide copies of supporting documents.

--

**8. ASSISTANCE RECRUITING AND PLACING DBEs**

List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

**9. ADDITIONAL DATA TO SUPPORT A GOOD FAITH EFFORT**

Include additional data to support a demonstration of good faith efforts.




## ATTACHMENT D

### DBE Notice Form

#### NOTICE TO BIDDERS/PROPOSERS

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

#### AND

#### DBE PARTICIPATION GOAL

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

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

**The DBE participation goal for this solicitation is 0 percent (0%).**

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

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

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

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

The bidder/proposer awarded the Agreement shall complete and submit [ADM-3069, Disadvantaged Business Enterprises Utilization Report](#) with each invoice.

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

### **A) AUTHORITY AND BIDDER'S RESPONSIBILITY**

This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Bidders/Proposers (bidder) shall be fully informed of the requirements of the regulations and Caltrans' DBE Program developed pursuant to the regulations. It is the policy of the State of California, Department of Transportation (Caltrans), that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Bidder should ensure that DBE firms have an opportunity to participate in the performance of this



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

Kform15drmt (Rev. 03/2019) Page 25 of 5

solicitation and shall take all necessary and reasonable steps for this assurance. The bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

**Terms as used in this document:**

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

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

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

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

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

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

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

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

**C) DBE CERTIFICATION REQUIREMENTS**

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

1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act **and** certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder’s (prime contractor’s) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
3. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity (OBOE) web site at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the blue DBE Search Click Here button

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

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- Click on [Click To Access DBE Query Form](#)
- Searches can be performed by one or more criteria
- Follow instructions on the screen (read about NAICS definitions below)
- "Start Search", is located at the bottom of the query form,
- "Civil Rights Home" (OBEO), "Caltrans Home", and "Instructions/Tutorial" links are located on top of the query page.

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

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

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

**NAICS Work Codes and Work Descriptions**

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

<http://www.census.gov/epcd/naics02/def/ND237310.HTM>.

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

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

4. In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a Good Faith Effort to meet the contract goal for DBE participation established for the Agreement. The bidder can meet this requirement in one of two ways:
  - a. Meet the contract goal and document commitments for participation by DBE firms.
  - b. If the contract goal is not met or is partially met, the bidder must document an adequate GFE.
5. A bidder (**prime contractor**), **who is not a certified DBE**, will be required to document one or a combination of the following:
  - a. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
  - b. Prior to bidding, the bidder made an adequate GFE to meet the contract goal for DBE participation.
6. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
7. A certified DBE bidder not bidding as a joint venture with a non-DBE, is required to document one or more of the following:
  - a. The DBE bidder will meet the goal by performing work with its own forces.
  - b. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
  - c. Prior to bidding, the bidder made adequate GFEs to meet the contract goal for DBE participation.
8. A DBE joint venture partner must be responsible for specific Agreement items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**Kform15drmt (Rev. 03/2019) Page 27 of 5

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

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

1. If the materiel or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materiel or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materiel, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
3. If the materiel or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materiel or supplies will count toward the DBE goal.
4. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materiel, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products.
6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
8. Credit for materiel or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materiel and supplies or fees or transportation charges for the delivery of materiel or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materiel or supplies is not counted toward the DBE goal in this instance.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS****B. CREDIT FOR DBE TRUCKING COMPANIES WILL BE AS FOLLOWS:**

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

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

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

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

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

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

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

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

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

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

**F) AWARD**

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

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

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

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

BUSINESS NAME		AGREEMENT NUMBER	CONTRACT DOLLAR AMOUNT	DATE
BUSINESS ADDRESS		CITY		STATE
		BUSINESS PHONE ( )	FAX NUMBER ( )	EMAIL ADDRESS

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

Contractors: List Name(s) and addresses of all DBEs on this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Service, or Materiel Supplied	(5) DBE or CUCP Certification Number.	(6)Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed

**CONTRACTOR USE ONLY (Verification Completed by Civil Rights, Office of Business and Economic Opportunity):**

NAME AND TITLE	SIGNATURE	DATE	CIVIL RIGHTS STAMP OF APPROVED
<input type="checkbox"/> YES (    %) <input type="checkbox"/> NO			

CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**BUSINESS ENTERPRISE (DBE) INFORMATION**

(2) Page 1 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

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

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

**PART A – CONTRACTOR INFORMATION**

**CONTRACTOR’S BUSINESS INFORMATION:** Bidder’s/Proposer’s Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.

**Agreement Number:** The Agreement number is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.

**CONTRACT DOLLAR AMOUNT:** Total dollar amount that Contractor proposes to accomplish the Agreement.

**Date:** Date this form is completed.

**PART B – DBE INFORMATION AND DOCUMENTS**

**PRIME:** Complete if Prime is a certified DBE.

**Sub-Contractor:** Complete if the Subcontractor(s)/Supplier(s) are certified DBE. Please make and attach additional copies of page 1 if needed. Attach a copy of the bid (or price quote) from the DBE (on the DBE’s Letterhead) for all DBEs listed.

- Column 1 Enter the names (includes all certified DBE Prime and Subcontractors) and complete addresses of all certified DBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.
- Column 2 Enter the area code and phone number of the corresponding certified DBE listed in Column 1.
- Column 3 Enter the Contracting Tier number for each DBE correspondingly listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.
- Column 4 Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.
- Column 5 Enter the DBE or CUCP Certification Number for the corresponding DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB’s or RFP’s Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Participation Goal.
- Column 6 Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.
  - 1 = Black American
  - 2 = Hispanic American
  - 3 = Native American
  - 4 = Asian-Pacific American
  - 5 = Subcontinent Asian American
  - 6 = Caucasian
  - 7 = Woman
  - 8 = Other
  - 9 = Not Applicable

Column 7-8 Enter the dollar and/or percentage (%) of the dollar (\$) value claimed for each corresponding DBE listed in Column 1.

**EXAMPLE:**

**PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)**

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Services, or Materiel Supplied	(5) DBE or CUCP Certification Number.	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %
1B Jane Prime Inc., 1234 Jane’s Street, Jane’s City, CA 04321	(xxx) 000-1111	0	Project management	XXXXXXXXX	7, 5	48,000	48%	
2B Joe Subcontractor Inc., 4567 Joe’s Street, Joe’s City, CA 07654	(xxx) 111-0000	1	Design, surveys, environmental testing	00000000000 0	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier’s City, CA 45670	(111) xxx-0001	2	Survey instruments, testing materials	11111111111 1	3	10,000	10%	

**ADDITIONAL INFORMATION:**

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

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

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

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

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

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

**ADVERTISMENT DOCUMENTATION**

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

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

**DBE SOLICITATION DOCUMENTATION**

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

Check the appropriate box:

IFB                     
  RFP                     
  RFQ

**DBE SOLICITATION**

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



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

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

**CONTACT INFORMATION**

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

**ITEMS OF WORK**

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

**ITEMS OF WORK:**

**BREAKDOWN OF ITEMS:**

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

0312f (REV 06/2012) Page 3 of 4

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER
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**DBE RESPONSES**  
 List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract that were not accepted. Provide a summary of your discussion and/or negotiation with each firm, the name of the firm selected for that portion of work, and the reasons for your choice. Attach copies of quotes from DBE firms contacted

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

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

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

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

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

**ADDITIONAL DATA**

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

NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

**Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95811

## Draft Agreement

### SAGE STAGE TRANSIT SYSTEM MANAGEMENT and OPERATIONS

This AGREEMENT for management of the Sage Stage Transit System, hereinafter referred to as "SAGE STAGE," is made and entered into on \_\_\_\_\_ (month/day) of 2024 by and between the Modoc Transportation Agency, hereinafter referred to as "MTA" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH

The MTA has determined that it requires management, operations, and maintenance services for its SAGE STAGE public transit system; and

The CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

It is mutually understood and agreed as follows:

#### 1. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the MTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. MTA's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of MTA's right to such performance by CONTRACTOR.

#### 2. MTA DESIGNATED REPRESENTATIVES

The Executive Director or his/her designee shall have the authority to act for and exercise any of the rights of the MTA as set forth in this AGREEMENT, after the authorization of the Modoc Transportation Agency.

#### 3. EMPLOYMENT OF THE CONTRACTOR

MTA hereby engages the CONTRACTOR, and the CONTRACTOR agrees to perform the services, hereinafter described in connection with the management, operation, and maintenance of the SAGE STAGE public transit system.

#### 4. INDEPENDENT CONTRACTOR

The CONTRACTOR'S relationship to MTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of MTA. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the MTA.

#### 5. SCOPE OF WORK

Subject only to the general policies and direction of the MTA with regard to SAGE STAGE management and operations, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving MTA's notice to proceed, do all things necessary to supervise and operate the SAGE STAGE system (excluding vehicle maintenance and fuel), including but not limited to providing project management; day-to-day operation of SAGE STAGE vehicles; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers; operation of training and safety programs; assisting in public relations and

promotions; preparation of reports and analyses of financial and other matters; clerical, statistical, and bookkeeping services; expert management; preparation for Federal Motor Carrier and other agency inspections; FTA Drug & Alcohol MIS reporting and such other work as may be necessary in connection with the operation of the SAGE STAGE public transit system in accordance with EXHIBIT "A" - SCOPE OF WORK attached hereto.

## **6. CHANGES IN SCOPE OF WORK**

It is understood and agreed by the MTA and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of SAGE STAGE system operations.

### **6.1 Amendment**

In each such instance, MTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment NO. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "B", entitled "APPROVED AMENDMENTS - SAGE STAGE AGREEMENT." Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

### **6.2 Minor Changes**

Notwithstanding the above, MTA without invalidating the AGREEMENT may from time to time order minor changes in the scope and/or extent of SAGE STAGE public transit system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth to respond to demand, special events and other occurrences without requiring an amendment pursuant to this ARTICLE, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than twenty-five percent (25%). Such changes shall be made by written sequentially numbered change order.

## **7. INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless the MTA, its officers, officials, agents, employees, volunteers and assigns from and against any and all claims, damages, losses, and expenses including attorney's fees and other costs of defense arising out of or alleging to arise out of the performance of the work described herein, caused in whole or in part by any negligent act of 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 solely by the active negligence, sole negligence, or willful misconduct of the MTA.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

## **8. MOTOR CARRIER AND US DOT NUMBER, INSURANCE, BONDS, PERFORMANCE GUARANTEE**

### **8.1 Motor Carrier and US DOT numbers and Insurance**

With respect to performance of work under this AGREEMENT, CONTRACTOR shall provide a valid US DOT and Motor Carriers number for operating Sage Stage services. In addition, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

- 8.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence.
- 8.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Such insurance shall include products/ completed operations liability, owner's and contractor's protection, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall name the MTA, its appointed and elected officials, officers, employees, volunteers, agents and assigns as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the MTA; and (3) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- 8.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$5,000,000 (FIVE MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$1,000 per occurrence, (2) name the MTA, its elected and appointed officials, officers, employees, volunteers, agents and assigns as additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 8.1.4 AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of MTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name the MTA as loss payee. The CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by MTA under the terms of this Agreement, MTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and MTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.
- 8.1.5 ALL INSURANCE shall contain the following provisions:
- a) Coverage shall be on an "occurrence" basis.
  - b) If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
  - c) The Liability Policy must cover personal injury as well as bodily injury.
  - d) The Liability policy shall include a cross-liability or severability of interest endorsement.
  - e) Broad form property damage liability must be afforded.
  - f) CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
  - g) Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
  - h) Policies shall name MTA, its officers, officials, agents, Reno Tahoe International Airport, Redding Area Bus Authority, the City of Alturas, employees, volunteers, and assigns as insureds under any policy, and the policy shall stipulate that this

insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to MTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT.

Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the MTA and shall provide that such insurance shall not be materially changed, terminated, or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been given to the MTA.

The MTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. MTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, MTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, MTA may deduct from sums due to CONTRACTOR any premium costs advanced by MTA for such insurance.

### ***8.2 Fidelity Bond***

The CONTRACTOR shall secure for its employees a Fidelity Bond protecting the MTA from employee theft up to the amount of ten thousand dollars (\$10,000) for any one occurrence. Such Fidelity Bond shall name MTA as loss payees with respect to amounts claimed there under arising out of CONTRACTOR's performance under this AGREEMENT. CONTRACTOR shall provide the MTA a copy of said bond accompanied by proof of payment for same.

### ***8.3 Performance Guarantee***

CONTRACTOR shall perform no services pursuant to this agreement, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to MTA for use of MTA, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of 20 percent of annual contract cost, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to MTA. The bond may be a renewable one-year bond and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date MTA makes any demands for payment on the bond until the MTA releases such claim. Provision of such bond or its equivalent, approved by the MTA, is a material covenant of this AGREEMENT. MTA shall not approve any security that is not unconditionally payable to MTA upon MTA demand.

## **9. PAYMENT**

MTA agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as follows:

### ***9.1 Price Formula***

CONTRACTOR shall invoice MTA for actual expenses incurred in the performance of this Agreement plus a management fee as defined below.

- a) Labor – CONTRACTOR shall bill actual labor costs, directly traceable to CONTRACTOR payroll registers and timecards, indicating hourly rate and number of hours paid for each employee during the calendar month.
- b) Payroll Taxes – CONTRACTOR shall bill an amount to cover actual payroll taxes as required by State and Federal regulations: OASDI (FICA), Medicare, SUI, and FUI.
- c) Worker’s Compensation – CONTRACTOR shall bill an amount, based on percent of labor costs, for worker’s compensation insurance, benefits, and claims as specified in Section 8.1.1 of the Agreement.
- d) Automobile and Liability Coverage – CONTRACTOR shall bill MTA an agreed upon rate for vehicle insurance, liability coverage and claims as specified in Sections 8.1.2 through 8.1.5 of the Agreement. CONTRACTOR is responsible for all legal fees, claims, and costs in conjunction with these insurance requirements.
- e) Management/Additional Expenses – CONTRACTOR shall identify costs of management and or additional expenses, which are directly traceable to payment registers and actual bills/receipts paid by CONTRACTOR.
- f) Profit - CONTRACTOR shall identify the percent profit margin and define the items the profit margin applies to.

**9.2 Fuel**

The MTA shall pay direct costs to selected vendors for fuel and lubricants.

**9.3 Vehicle Maintenance and Repairs**

The MTA shall maintain vehicles in accordance with California Highway Patrol General Public Paratransit Vehicle and Department of Transportation maintenance requirements and shall pay costs directly to selected vendors for vehicle maintenance and repairs.

**9.4 Statistics, Invoice and Payment**

**9.4.1 Statistics**

MTA shall submit the following statistics to the CONTRACTOR by respective due dates:

- 1) Timesheets for CONTRACTOR employees on or before the Monday following each bi-weekly pay period;
- 2) Cumulative revenue miles and driver hours per service type within five (5) days of month end;
- 3) Odometer readings per vehicle at end of last service day of month by first business day of next month.

**9.4.2 Invoice**

CONTRACTOR shall submit electronically to the MTA within five (5) days of documentation receipt. Said invoice shall itemize CONTRACTOR’s full and complete performance hereunder for the previous monthly period. Further, the CONTRACTOR shall submit an original invoice, signed by the CONTRACTOR Project Manager, with copies of payment registers and/or detailed bills from vendors paid by CONTRACTOR during said month. Invoice and supporting materials shall be submitted to:

**Modoc Transportation Agency  
108 S. Main Street  
Alturas, CA 96101  
Attention: Executive Director**

**9.4.3 Payment**

MTA shall pay all reasonable and allowable items on CONTRACTOR invoice within 21 days following receipt of the electronic invoice. The MTA may withhold payment that it believes was improper, failed to meet specifications, or otherwise questionable.



### **9.5 Liquidated Damages**

1. CONTRACTOR and MTA acknowledge and agree that MTA may suffer substantial damage in the event the CONTRACTOR acts or fails to act in the manner set forth in items 1 through 5 of this section. The amount of the damage is difficult, if not impossible, to ascertain due to the nature of this Agreement and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as MTA's compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. MTA may assess liquidated damages as follows for CONTRACTOR's act(s) or failure(s) to act:
2. Two thousand dollars (\$2,000) per incident that CONTRACTOR receives an unsatisfactory rating from the California Highway Patrol (CHP) based on the annual CHP terminal inspection of CONTRACTOR's location.
3. Twenty-five dollars (\$25) per incident for each occurrence up to a maximum of \$100 per day that a fixed route (intercity) driver fails to call major bus stops in accordance with 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA). For purposes of this section, major bus stops shall be defined as any transfer point, major intersection, or destination point.
4. Fifty dollars (\$50) per incident for each occurrence that a scheduled departure from a bus route origination point is a missed run based on the definition established under EXHIBIT A – SCOPE OF WORK, SECTION 2.5.
5. One hundred dollars (\$100) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for SAGE STAGE intercity bus routes based on the standards set forth under EXHIBIT A - SCOPE OF WORK, SECTION 2.5.
6. One hundred dollars (\$100) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for the Intercity Reservation Reliability based on the standards set forth under EXHIBIT A - SCOPE OF WORK, SECTION 2.5.
7. One hundred dollars (\$100) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for Local Bus Reservation Reliability based on the standards set forth under EXHIBIT A - SCOPE OF WORK, SECTION 2.5.

Liquidated damages will not be assessed sooner than three months after the initiation of services under this Agreement. Liquidated damages will be assessed after observation of the incident by MTA, one of its authorized monitors, or after a complaint verified by a third party. MTA will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by MTA and the CONTRACTOR. The determination of whether to assess liquidated damages shall be at the sole discretion of the MTA and shall not be subject to discussion or mediation by the CONTRACTOR.

MTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

### **10. OPERATING REVENUES**

All operating revenues collected by CONTRACTOR are the property of MTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass sales revenues in the manner discussed in the attached EXHIBIT "A", Scope of Work, and as necessary for MTA to meet the requirements of State and Federal funding sources.

## 11. TERM OF AGREEMENT

### 11.1 Base Term

This AGREEMENT shall become effective July 1, 2024, and shall continue in full force and effect through June 30, 2029, unless earlier terminated as herein provided.

### 11.3 Option Term

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at MTA's sole election, anytime on or before the date specified herein and as follows:

- A. Description - MTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to two option periods of one year duration.
- B. Price – The Monthly Billing rates shall be arrived at upon the basis of actual personnel costs, insurance costs, plus the profit and management fee. Increases to the insurance, management fee and profit shall not exceed ninety percent (90%) of the annual percent increase of the US City Average Consumer Price Index for the most recently concluded calendar year. The personnel costs are derived from salaries and holidays designated by the MTA and as established by State and Federal employee costs.
- C. Option Exercise Dates: On or before April 1, 2029, for Option Year 1, and on or before April 1, 2030, for Option Year 2.

It is mutually understood and agreed that all work performed, and services provided under the exercised option shall be in strict compliance with all the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement.

It is mutually understood and agreed that MTA is under no obligation whatsoever to exercise this option and that no representations have been made by MTA committing it to such exercise of this option, and that MTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

## 12. TERMINATION

### Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the MTA's best interest, the MTA reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the MTA. If the CONTRACTOR has any property in its possession belonging to the MTA, the CONTRACTOR will account for the same, and dispose of it in the manner the MTA directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the MTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the CONTRACTOR setting forth the way the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the MTA 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 MTA, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the MTA and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

#### **12.2 Compensation Upon Termination**

Should this AGREEMENT be terminated by MTA, MTA shall be liable for costs and fees as specified under Paragraph 9.1 - Price Formula accrued to date of termination, and for all other reasonable, allowable, and documented costs incurred by CONTRACTOR to terminate its activities under the AGREEMENT through the effective date of termination. MTA and CONTRACTOR shall mutually agree upon a settlement claim for any long-term obligations that CONTRACTOR entered into to provide the services specified in the AGREEMENT. Thereafter, CONTRACTOR shall have no further claims against MTA under this AGREEMENT.

Should this AGREEMENT be terminated by CONTRACTOR, MTA shall be liable for costs and fees as specified under Paragraph 9.1 - Price Formula accrued to date of termination and CONTRACTOR shall have no further obligation under this AGREEMENT after date of termination.

#### **12.3 MTA Remedies On Breach**

Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, the MTA may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to MTA to provide such service.

#### **12.4 Transition to Future Contractor**

For up to sixty (60) days following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the MTA or any future CONTRACTOR selected by MTA, CONTRACTOR's full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers, if applicable, to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to the new provider's services and shall cooperate fully with the MTA and the new provider to this end.

### **13. ADMINISTRATION**

#### **13.1 Control**

- A. Contractor shall render all services under this Agreement in a manner consistent with the policies of the MTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT which affects CONTRACTOR's performance of services shall be treated as changes pursuant to Section 6 - Changes in Scope of Work herein.
- B. MTA shall not interfere with the management of CONTRACTOR's normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. MTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. In extreme and/or repetitive cases, MTA may demand removal of a CONTRACTOR employee.

- C. MTA reserves the right to change service design, rider rules, fares, and schedules with the guidance/ expert-involvement of the CONTRACTOR.

### **13.2 Force Majeure**

Neither party shall be held responsible for losses, delays, failure to perform, nor excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: acts of God, fire, epidemics, earthquake, flood, or other natural disaster; strikes, war or civil disorder, road closures, or unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph.

If CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify MTA of the fact, and thereafter shall report to MTA all relevant information then known to CONTRACTOR, and shall continue to so report.

## **14. FEDERAL AID REQUIREMENTS**

### **14.1 Audit; Retention of Records**

#### **A. No Federal Government Obligation to Third Parties.**

The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

#### **B. Third-Party Contracts and Sub-agreements Affected.**

To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the sub-agreements of third-party contractors and the sub-agreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each sub-agreement financed in whole or in part with financial assistance provided by the FTA.

#### **C. Third-Party Contracts and Sub-agreements Affected.**

To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the sub-agreements of third-party contractors and the sub-agreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each sub-agreement financed in whole or in part with financial assistance provided by the FTA.

#### **D. No Relationship between the California Department of Transportation and Third-Party Contractors.**

Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the MTA for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an

independent obligation from the MTA to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any money to any third-party contractor.

E. No Relationship between the California Department of Transportation and Third-Party Contractors.

Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the MTA for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the MTA's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any money to any third-party contractor.

F. Obligations on Behalf of the California Department of Transportation.

The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.

G. Obligations on Behalf of the California Department of Transportation.

The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.

H. MTA Approval of Sub-agreements.

The MTA shall approve in writing all proposed Sub-agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Sub-agreements unless the same are approved in writing by the MTA. Any proposed amendments or modifications to such Sub-agreements must be approved by the MTA prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each sub-agreement financed in whole or in part with Federal Assistance provided by the California Department of



Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Record Keeping and Access to Records

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all sub-agreements. The MTA, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every sub-agreement entered into relative to the PROJECT.

#### Accounting Records

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

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

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

#### Civil Rights (Title VI, EEO, & ADA)

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

##### A. Race, Color, Creed, National Origin, Sex.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that agrees to take affirmative action to ensure that applicants are employed, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements of the California Department of Transportation regarding any issue.

##### B. Nondiscrimination.

The CONTRACTOR, with regard to the work performed by it during the contract term, shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention

of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment.

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

D. Information and Reports.

The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MTA or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the MTA or the California Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the MTA shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions.

The CONTRACTOR shall include the provisions of these paragraphs A through F in every sub agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the MTA or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the MTA to enter into such litigation to protect the interest of the MTA, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the

event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any MTA requests which would cause the MTA to be in violation of the FTA terms and conditions.

#### Energy Conservation

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

#### ***14.2 Prohibition on certain telecommunications and video surveillance services or equipment.***

AWARDING AGENCY is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  1. 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).
  2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  3. 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.
- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the AWARDING AGENCY that would cause the AWARDING AGENCY to be in violation of the prohibition contained in the Act.

#### ***14.3 Legal Matters Concerning a Covered Transaction***

If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the AWARDING AGENCY must promptly notify the STATE. The AWARDING AGENCY must include a similar notification requirement in its Third Party Agreements and must require each CONTRACTOR 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.

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

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

The AWARDING AGENCY must promptly notify the STATE, if the AWARDING AGENCY 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 involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AWARDING AGENCY and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of the AWARDING AGENCY. 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. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the AWARDING AGENCY, including divisions tasked with law enforcement or investigatory functions.

#### **14.4 Lobbying**

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, “New Restrictions on Lobbying.” 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR’S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-

grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

#### **14.5 Disadvantaged Business Enterprises (DBE)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The goal for this contract is 0%.

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT- assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the MTA deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The CONTRACTOR is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the CONTRACTOR's receipt of payment for that work from the MTA. In addition, the CONTRACTOR may not withhold retention of pay from its subcontractors.

The CONTRACTOR must promptly notify MTA, 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 work through its own forces or those of an affiliate without prior written consent of MTA.

#### **14.6 Charter Bus and School Bus**

Transit Employee Protective Arrangements (Transit Operations)

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

The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.

The CONTRACTOR also agrees to include the applicable requirements in each sub-agreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

Vehicle Operator Licensing

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

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

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

#### Drug and Alcohol Testing

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the MTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 28 and to submit the Management Information System (MIS) reports via FTA website at <http://www.transit-safety-volpe.dot.ca.gov/SafetyDAMIS.asp> annually before February 28th and paper copies to the Modoc Transportation Agency, 108 S. Main Street, Alturas, CA 96101, and to the California Department of Transportation, Division of Mass Transportation, MS 39, PO Box 942874, Sacramento, CA 94274-0001. 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. In addition, CONTRACTOR agrees to use a consortium for the collection through the Lassen Banner Draw Station, 1445 Paul Bunyan Rd., Susanville, CA 96130; (530) 252-1177 or a testing facility as designated by MTA. Collection services by the certified laboratory or MRO to be determined and services paid for by the CONTRACTOR.

#### *14.8 Clean Air*

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the MTA and understands and agrees that the MTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### *14.9 Clean Water*

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

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

#### ***14.10 Federal Changes***

Contractor shall comply with 49 CFR 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. FTA Circular 4420.1F – Third Party Contracting Guidance, and FTA Best Practices Procurement Manual where applicable, and other FTA regulations policies, procedures, and directives as they may be amended or promulgated during the term of this contract.

The CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

#### ***14.11 Recycled Products***

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

#### ***14.12 No Government Obligation to Third Parties***

MTA 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 MTA, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### ***14.13 Program Fraud and False or Fraudulent Statements or 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. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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.

#### ***14.14 Debarment and Suspension***

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

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

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

#### ***14.16 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:

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 U.S.C. §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.

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.



#### ***14.17 Breaches and Dispute Resolution***

##### **Disputes**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Executive Director of MTA. 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 Executive Director. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

##### **Performance During Dispute**

Unless otherwise directed by the MTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

##### **Claims for Damages**

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

##### **Remedies**

Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the MTA 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 of California.

##### **Rights and Remedies**

The duties and obligations imposed by the Contract Documents and the rights and remedies available therein 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 MTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach therein, except as may be specifically agreed in writing.

#### ***14.18 Transit Employee Protective Agreements***

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 contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying 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 U.S.C. §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body sub-recipient 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 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The 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 U.S.C. §5311 in Non urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Non urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The 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.

#### ***14.19 Incorporation of Federal Transit Administration 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, 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 MTA requests which would cause the MTA to be in violation of the FTA terms and conditions.

#### ***14.20 Civil Rights (Title VI, EEO, & ADA)***

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

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



- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AWARDING AGENCY or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the AWARDING AGENCY of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the AWARDING AGENCY shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
  2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the AWARDING AGENCY or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the AWARDING AGENCY to enter into such litigation to protect the interest of the AWARDING AGENCY, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.
- G. Section 504 and Americans with Disabilities Act Program Requirements  
The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

#### ***14.21 Access to Records***

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

#### ***14.22 Energy Conservation***

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

#### ***14.23 Termination***

A. Termination for Convenience (General Provision). When it is in the AWARDING AGENCY's best interest, the AWARDING AGENCY reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AWARDING AGENCY. If the CONTRACTOR has any property in its possession belonging to the AWARDING AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AWARDING AGENCY directs.

B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AWARDING AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AWARDING AGENCY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the AWARDING AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

C. Mutual Termination. The PROJECT may also be terminated if the AWARDING AGENCY and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

### **15 GENERAL PROVISIONS**

#### ***15.1 Conflict of Interest***

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance

of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

**15.2 *Conflict of Transportation Interests***

CONTRACTOR shall not divert any revenues, passengers or other business from MTA to any other transportation operation of CONTRACTOR.

**15.3 *Conflicting Use***

CONTRACTOR shall not use any vehicle, equipment, personnel, or other facilities which are dedicated to MTA for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of MTA.

**15.4 *Interest of Members of or Delegates to Congress***

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

**15.5 *Compliance with Laws, Rules, Regulations***

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated therein, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into the contract for Federal Transit Act, Section 5311 federal assistance between MTA and the California Department of Transportation. These provisions require that the project “be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project”.

CONTRACTOR shall pay any and all federal, state, or local taxes as applicable. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of MTA if requested, any and all licenses, permits, certificates, and inspections required by law, including General Public Paratransit Vehicle inspections.

CONTRACTOR shall, assure that all of its employees operating SAGE STAGE vehicles possess a valid, current Class B California Driver License with appropriate endorsements. Further, CONTRACTOR shall participate in the Drivers Pull Notice Program as required by Section 1808.1 of the California Vehicle Code.

**15.6 *Headings***

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

**15.7 *Sale or Transfer***

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the MTA to such sale, assignment, or transfer. In the event of any violation of this Section, MTA may immediately terminate this AGREEMENT.

**15.8 *Binding***

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors, and administrators of the parties hereto.

**15.9 *Notice***

All notices hereunder and communications with respect to this AGREEMENT shall be affected upon the mailing thereof by registered or certified mail return receipt requested and

addressed to the persons named below:

CONTRACTOR:

MTA:

Debbie Pedersen, Executive Director  
Modoc Transportation Agency  
108 S. Main Street  
Alturas, CA 96101

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed on the day and year first above written.

**APPROVED AS TO FORM AND LEGAL CONTENT:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2024

MTA Legal Counsel

**MODOC TRANSPORTATION AGENCY:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2024

(Name of Chairman), Chairman Board of Directors

**CONTRACTOR:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2024

(Name and Title) Authorized Representative

\_\_\_\_\_  
Federal Tax I.D. Number

## SECTION 3: EXHIBITS A – F

**EXHIBIT “A”**  
**AGREEMENT - Scope of Work**  
**SCOPE OF WORK**

**1. MTA DUTIES AND RESPONSIBILITIES**

MTA shall perform the following duties and accept the following responsibilities with respect to SAGE STAGE transit system. To the extent reasonable and feasible, CONTRACTOR shall assist MTA in this regard.

**1.1. System Planning and Administration**

MTA shall be responsible for all planning activities relative to SAGE STAGE routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

**1.2. Liaison with Local Jurisdictions, Citizens Groups**

MTA shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies, and citizens groups. MTA is currently coordinates with local social service agencies (CalWorks, Mental Health, Social Services, Modoc Medical Center, MMC Physical Therapy and TEACH, Inc., etc.) and adjoining transit agencies such as Lassen Rural Bus, Basin Transit Service, Redding Area Bus authority, Burney express, and others. MTA has good relations with local agencies and partners.

**1.3. Notification - Potential Interference with SAGE STAGE Operations**

MTA shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades, or other such events within the jurisdiction of local agencies that may interfere with SAGE STAGE operations or require deviations from established routes or schedules. The CONTRACTOR and MTA shall mutually agree upon such deviations.

**1.4. Advertising and Promotion**

MTA shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform the public of Sage Stage operations and to promote ridership. The CONTRACTOR shall assist and cooperate with marketing and promotional events or activities.

**1.5. Buses; Equipment**

MTA shall provide to CONTRACTOR the vehicles and equipment set forth in EXHIBIT “C” entitled “MTA VEHICLES; EQUIPMENT”. These vehicles and equipment shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized, in writing, by MTA. MTA will provide drivers cellular phones for communication while operating the bus.

**1.6. Schedules; Passes; Tickets; Vouchers**

MTA shall prepare, print, and provide to CONTRACTOR all schedules, passes, tickets, vouchers, and like materials required by SAGE STAGE operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by MTA.

**1.7. Street Furnishings**

MTA shall purchase, install, maintain, and replace all street furnishings required for SAGE STAGE operations. These furnishings include bus stop signs and posts, benches, shelters, and amenities. Further, MTA shall maintain or request CALTRANS or property owners to maintain trees along SAGE STAGE routes and stops to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with MTA by advising it of any such conditions observed during SAGE STAGE operations. Nothing heretofore shall relieve CONTRACTOR’S vehicle operators from exercising good care and caution in their vehicle operations to avoid such damage.

### 1.8. Vehicle Maintenance

Through a separate contract, vehicle maintenance will be provided by MTA at no cost to CONTRACTOR.

### 1.9. Fuel

MTA will provide all fuel for transit operations and fuel cards for out of county fueling needs at no cost to the CONTRACTOR.

## 2. CONTRACTOR DUTIES AND RESPONSIBILITIES - OPERATIONS

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of SAGE STAGE. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating a route deviation (Intercity) and demand responsive (Local bus) public transportation system of a kind and character such as SAGE STAGE.

### 2.1. Operations - General

CONTRACTOR shall provide the necessary management, technical, and operating services for the operation of the SAGE STAGE transit system as specified by the MTA.

CONTRACTOR shall assist and cooperate with MTA in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with MTA on matters related to operations, monitoring, reporting, and service performance measurements.

All facilities, equipment and services required in the operation and management of the SAGE STAGE transit system shall be furnished by CONTRACTOR unless specifically identified to be contributed by MTA.

### 2.2. Operations – Intercity Bus Services

CONTRACTOR will operate local and intercity bus services as specified by MTA and in strict accordance with the operating days and hours, routes and schedules set forth in the current **SAGE STAGE RIDER'S GUIDE**, attached hereto as *Exhibit D*, or any revisions thereto, and shall provide drivers to perform such service in a safe, professional, and courteous manner, always striving for excellent customer service.

CONTRACTOR is hereby authorized to deviate from established routes, when necessary, as defined:

(1) To respond to passenger requests on an advance reservation basis to deviate up to one mile from the fixed route to pick up passengers. Reservations shall be accepted on a first-come, first-served basis; and,

(2) To avoid construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify MTA of such obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary.

If a SAGE STAGE route operates more than ten minutes behind schedule, CONTRACTOR shall take all available steps to restore on-time performance. CONTRACTOR shall establish procedures, subject to MTA review and approval, to restore on-time performance.

### 2.3. Operations - Local Bus Service

Local Bus service shall be operated in accordance with the operating days, hours and service area set forth in the current **SAGE STAGE RIDER'S GUIDE**, attached hereto as *Exhibit D*, or any revisions thereto.

MTA shall accept telephone requests for next day reservations and reservations made up to fourteen (14) days in advance. CONTRACTOR will also respond to telephone requests for same day service, but rides arranged at least one day in advance shall be given priority.



MTA shall also accept “subscription service” reservations (provision of repetitive trips over an

extended period time without requiring that individuals call to request reservations for each trip); however, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a given hour of the day.

Depending upon fluctuations in the demand for service, CONTRACTOR may operate a vehicle for Local Bus service up to the number of hours and days set forth in the current **SAGE STAGE RIDER’S GUIDE**; however, operation of Local Bus shall be limited to those days and hours necessary to respond to demand. CONTRACTOR shall make every effort to maximize productivity through efficient coordination of trip requests and scheduling of personnel and vehicles. In no event will the total vehicle revenue hours billed to the MTA for Local Bus Service exceed 115 hours per week without prior written authorization by the MTA.

#### **2.4. Charter, Special Event, Promotional, and Other Special Services**

In addition to regular SAGE STAGE operations, CONTRACTOR may from time to time, upon receiving specific written authorization by MTA, provide special event, promotional, or other special transportation services within the SAGE STAGE service area using SAGE STAGE vehicles, provided that such services are determined by SAGE STAGE to be in the public interest, do not interfere with regular SAGE STAGE operations, and are in compliance with applicable federal and state statutes.

CONTRACTOR shall be entitled to compensation for such services at the normal rate specified in the AGREEMENT.

#### **2.5. Service Standards**

CONTRACTOR shall always strive to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with MTA expectations.

CONTRACTOR and MTA shall periodically meet to evaluate the performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by MTA. Should it be found that CONTRACTOR’S performance has contributed to CONTRACTOR’S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by MTA to correct deficiencies in performance. Should the deficiencies persist, the MTA may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

##### **A. Intercity Routes Service Standards:**

1. Schedule Reliability: A minimum of ninety-five percent (95%) of bus departures will be within one minute before to 10 minutes after the scheduled departure time as indicated by published timetables.
2. Reservation Reliability: Ninety-five percent (95%) of the Intercity reservation pickups will be served within a 30-minute window (plus or minus 15 minutes from the recorded reservation time).
3. Missed Run: Less than one percent of scheduled departures from a route terminal will be a missed run. A missed run occurs when a scheduled departure is canceled, or when a bus departs more than 15 minutes after the published departure time.

##### **B. Local Bus Productivity Standard:**

1. Passengers per Vehicle Revenue Hour: Average 2.0 or greater.

##### **C. Local Bus Customer Service Level Standards:**

1. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be served within plus

or minus 10 minutes from the recorded reservation time.

2. Demand Response Wait Time ( the elapsed time between a “real time” demand- response service request and passenger pickup):
  - a) 100% of passengers picked up within 90 minutes; and
  - b) 90% of passengers picked up within 60 minutes.
3. Ride Time (the elapsed time between passenger pickup and drop off):
  - a) 90% of passengers dropped off within 30 minutes; and
  - b) 100% of passengers dropped off within 60 minutes.
3. Service Refusals: Less than one service request will be refused per service day due to inability to respond at requested reservation time or within demand- response wait time standard.

## 2.6. Operations Personnel

The CONTRACTOR shall provide, either directly or through approved subcontractors, all management, supervision, training, drivers, dispatchers, clerks, service workers, mobility management, telephone information operators, and such other personnel necessary to responsibly operate the SAGE STAGE public transit system.

For purposes of this AGREEMENT, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of the SAGE STAGE vehicle operations functions.

## 2.7. Operations Management

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a Project or General Manager and/or senior level supervisor (Manager), subject to the approval of MTA, who shall provide overall management, expert management, and supervision of SAGE STAGE public transit operations under the terms of this AGREEMENT. For purposes of this agreement, expert management is defined as:

The Manager must have a minimum of five years of experience in public transportation operations including at least three years’ supervisory experience. A bachelor’s degree in a related field from a four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Manager shall work cooperatively with MTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the MTA, SAGE STAGE passengers and the public, and responding to specific requests for other assistance as the need arises. The Manager will act as health insurance administrator and human resources manager for Sage Stage drivers, operators, mobility manager, and other office laborers.

Additionally, the Manager or Safety Officer will be available for advice on technical or transit industry issues; oversee and assist in the preparation of California Highway Patrol (CHP), Federal Motor Carrier and other agency inspections; comply with requirements for Interstate Operators; be responsible for reporting and compliance with FTA Drug and Alcohol Policies; and track and monitor other proper certifications and licensing applicable to this Scope of Work.

The CONTRACTOR shall assure the MTA that the Manager designated for this project will not be replaced without the prior written consent of the MTA. Should the services of the Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to MTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Manager, unless CONTRACTOR is not provided with such notice by the departing employee. MTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Manager.

At all times, the Manager or other employee pre-designated and identified to the MTA to act for the Manager, shall be available either by phone or in person to make decisions regarding day-to-day SAGE STAGE operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

## **2.8. Employee Selection and Supervision**

CONTRACTOR shall be responsible (either directly or through approved subcontractors) for the employment and supervision of all employees necessary to perform SAGE STAGE operations. CONTRACTOR responsibilities shall include employee recruitment, selection, pre-employment screening, drug and alcohol testing, training, licensing, supervision, employee relations, evaluations, retraining, corrective actions, and termination. CONTRACTOR shall make every effort possible to employ current contractor personnel.

CONTRACTOR shall use appropriate screening and selection criteria to employ operations personnel. The CONTRACTOR shall perform pre-employment background investigations, DMV physicals, and criminal background checks of all employees associated with this agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, and professional manner at all times.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee that is convicted of a felony or of a crime involving moral turpitude prior to or during the time of his/her employment, shall not be permitted to continue employment under this contract.

CONTRACTOR shall develop, implement, and maintain an employee alcohol and substance abuse program that complies with Federal Transit Administration/Department of Transportation requirements, for all employees, including employees of subcontractors in safety-sensitive positions, personnel engaged in the operation SAGE STAGE vehicles, and equipment maintenance. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

CONTRACTOR shall always comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either CONTRACTOR or MTA to conflict with the language and intent of Article 4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

## **2.9. Training of Drivers and Operations Personnel**

CONTRACTOR shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by MTA. An outline of the training program, including periodic updates, shall be on file in the offices of the MTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, SAGE STAGE operating policies and procedures, employee work rules, vehicle safety inspection, equipment care and maintenance, customer relations, and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment which they may be expected to use

in the SAGE STAGE services.

All drivers shall be certified as having completed the CONTRACTOR'S formal training course for new drivers as approved by MTA and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate (VTT) as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code and shall possess a California General Public Paratransit Vehicle (GPPV) certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The CONTRACTOR shall prepare and furnish to MTA for approval and to all drivers, dispatchers, telephone operators, and supervisors a DRIVER'S MANUAL. Contents of the DRIVER'S MANUAL shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure, and pertinent sample forms.

Dispatchers, telephone operators, drivers, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines, shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, SAGE STAGE reservation procedures, and operating policies. If there are operations control personnel assigned to SAGE STAGE scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques. Currently, these duties are performed by the MTA.

#### **2.10. Driver's Responsibilities**

Drivers will, when requested by MTA, provide notices to passengers, or otherwise render assistance with MTA's SAGE STAGE customer relations, promotion, marketing, monitoring, and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes, tickets, and coupons; and issue and collect transfers, as determined by MTA. Drivers will verify cash fares deposited in an onboard farebox. Drivers will not handle money or make change for passengers. Drivers will self-dispatch for current day services and record ridership counts by passenger category and boarding location in accordance with procedures approved by MTA.

When requested, drivers of vehicles for SAGE STAGE services will provide passenger assistance to persons that have disabilities, including boarding/alighting assistance, loading, and unloading of small packages, and, to the extent reasonable considering distance, travel assistance between the vehicle and the passenger's door.

Drivers shall always have available during the operation of any bus an accurate time piece with active second hand (or digital equivalent). Drivers will be responsible for ensuring accuracy of their time piece.

#### **2.11. Safety Program**

CONTRACTOR shall assume full responsibility for assuring the safety of passengers and operations of their personnel. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements and shall furnish MTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including driver pull notices.

CONTRACTOR shall develop, implement, and maintain, in full compliance with California Law, a formal safety and accident prevention program including regularly scheduled safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization. CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to MTA.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity.

CONTRACTOR will require all drivers, control room personnel, and supervisors to participate in the safety program.

**2.12. Road Supervision**

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events.

**2.13. Accident, Incident, and Complaint Procedures**

CONTRACTOR shall develop, implement, and maintain formal procedures, subject to MTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences shall include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, wheelchair lift failures of in-service buses, Intercity buses operating more than ten minutes behind schedule, and Local Bus service vehicles operating more than thirty minutes behind promised schedule.

All traffic accidents involving MTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, to the MTA, and to the CONTRACTOR's Manager. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. CONTRACTOR shall supply MTA with copies of all accident and incident reports.

The MTA shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to SAGE STAGE property within 24 hours. In cases involving injury, CONTRACTOR shall notify MTA DESIGNATED REPRESENTATIVES immediately upon receipt by CONTRACTOR of such information.

**2.14. Vehicle Scheduling and Control**

CONTRACTOR shall utilize a systematic method to schedule and transport passengers using SAGE STAGE services. The method should be capable of accommodating both reservations and, in the case of Local Bus operation, "real time" requests for immediate service. The scheduling method shall integrate all demand for service into efficient vehicle hours that maximize productivity and assure service quality at levels prescribed in this Scope of Work.

CONTRACTOR shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

**2.15. Operations Facility**

CONTRACTOR shall utilize the current operations facility located at 108 S. Main Street, Alturas, CA unless MTA establishes alternate facilities.

**2.16. Telephone Reservation and Information System**

CONTRACTOR shall provide dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with SAGE STAGE patron demand.

CONTRACTOR shall make special efforts to respond to telephone service and information requests from deaf or Spanish-speaking patrons of SAGE STAGE. CONTRACTOR may provide TDD equipment for communications with deaf patrons or use the California Relay Service for communication with deaf customers.

**2.17. Fares; Fare Collection**

All fares of any kind or character to be paid by SAGE STAGE patrons shall be established by MTA. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares (or cash for authorized passes) will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons in the fareboxes provided by MTA in each vehicle. CONTRACTOR will collect or otherwise process in the manner directed by MTA all non-cash fares (vouchers, transfers, passes and like). All fares collected are the sole property of MTA.

CONTRACTOR shall, in accordance with a procedure specified by MTA, account for revenues



collected on Intercity and Local Bus vehicles, reconcile fare revenues to passenger activity, and transmit such revenues to the MTA.

### **2.18. Ticket Sales**

MTA shall assume all responsibility for the sale of tickets and passes to SAGE STAGE customers except that CONTRACTOR'S drivers may be required to sell day passes or punch- type passes on board the bus in accordance with procedures specified by MTA. The CONTRACTOR shall assist the MTA and SAGE STAGE customers by providing accurate information to customers requesting information regarding pass and ticket sales.

### **2.19. Books; Records; Reports**

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for MTA under this AGREEMENT for a minimum of (3) years following the date of final payment under this contract to CONTRACTOR by MTA. Original documents or certified copies shall be maintained locally at a place which shall be subject to MTA approval.

Any authorized representative(s) of MTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to MTA representative(s) for such access and inspection.

CONTRACTOR shall collect, record, and report to the MTA on a quarterly basis all accounting data for the SAGE STAGE operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detailed information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to MTA within one month after the close of the applicable quarter.

CONTRACTOR shall collect, record, and report all operational data required by the MTA in a format approved by the MTA. Such data shall include, but not be limited to, data required under the California Transportation Development Act, as amended; statistics required by the Federal Transit Administration under the Section 5310, 5311, and 5311(f) grant programs; passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, and Sage Stage service requests refused and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by MTA. MTA will be responsible for compiling summaries from the daily logs, reports, and summaries.

### **2.20. System Promotion**

CONTRACTOR shall not be responsible for undertaking or funding any advertising or promotional activities on behalf of the MTA. CONTRACTOR shall, however, assist MTA with activities initiated by the MTA. CONTRACTOR shall dispense MTA information, publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and other activities to assist and support MTA's advertising and public information efforts.

### **2.21. System Recommendations**

CONTRACTOR shall continually monitor SAGE STAGE operations, facilities and equipment and shall, from time-to-time and as warranted, advise MTA and make recommendations to it upon observed deficiencies and needed improvements. MTA shall retain all authority, however, to make determinations and to take action on such recommendations.

### **2.22. Emergencies; Natural Disasters**

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist MTA

in rectifying such incidents. To the extent MTA requires CONTRACTOR to provide such emergency services and facilities; CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate SAGE STAGE herein above contained. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and MTA following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

### **3. CONTRACTOR DUTIES AND RESPONSIBILITIES – VEHICLES**

All vehicle maintenance will be performed by local vendors through separate contracts.

#### **3.1. MTA Vehicles; Equipment**

By execution of this AGREEMENT, CONTRACTOR acknowledges receipt of the vehicles and equipment listed in EXHIBIT “C” - MTA VEHICLES; EQUIPMENT, and that every item has been received in good working condition. If MTA provides CONTRACTOR with additional buses and/or equipment at future times, CONTRACTOR shall acknowledge receipt of such additional items, or deletion of items, and remove or include said equipment in CONTRACTOR's insurance policy. Upon termination or fulfillment of this AGREEMENT, CONTRACTOR shall return all MTA-owned equipment to MTA, in the condition received, less reasonable wear and tear.

#### **3.2. Daily Vehicle Servicing**

CONTRACTOR shall perform daily vehicle servicing on all SAGE STAGE vehicles used in revenue service. For purposes of this AGREEMENT, daily servicing will include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add, farebox vault pulling and replacement, wheelchair lift check, brake check, light and flasher check, interior sweeping and dusting, exterior and interior visual inspection, and check of all vehicle performance defects reported by drivers to MTA. Drivers will report to MTA any potential safety and reliability items requiring immediate attention. CONTRACTOR shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file at the MTA office. This checklist requirement may incorporate, or supplement CHP required driver's pre-trip safety inspections.

#### **3.3. Vehicle Cleaning**

CONTRACTOR shall always maintain SAGE STAGE vehicles in a clean and neat condition. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed a minimum of once per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions, and grab rails. All foreign matter such as gum, grease, dirt, and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be reported to MTA upon discovery.

Exteriors of all SAGE STAGE vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include the bus body, all windows, and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

#### **3.4. Vehicle Towing**

If towing of any SAGE STAGE vehicle is required due to mechanical failure or damage, MTA shall be responsible to provide such towing at MTA's sole expense.



**3.5. Fuel**

The MTA shall pay direct costs to selected vendors for fuel and lubricants. MTA will provide fuel cards for out of county fueling needs.

**4. SAGE STAGE DUTIES AND RESPONSIBILITIES TABLE**

The following table presents the distribution of duties and responsibilities between MTA and the CONTRACTOR as discussed in this Scope of Work.

<i>Sage Stage Operations - Division of Duties and Responsibilities</i>
<p><b><u>CONTRACTOR</u></b></p> <p>Labor - management, supervision, training, drivers, mobility manager, telephone information operators.  Benefits - employee health insurance allowance.  Expert management - contact available to answer technical or transit industry questions  Insurance - worker's comp, general liability, vehicle (liability, collision, comprehensive), licensing, inspections, certifications, "pull notices," Drug &amp; Alcohol testing and reporting, and Vehicle cleaning.  Driver Timesheets, Invoices, and documentation.  Provide vehicle and liability insurance.  Provide valid Motor Carriers and US DOT numbers for operation of all MTA vehicles.</p> <p><b><u>MTA</u></b></p> <p>System planning and administration.  Advertising, promotion Schedules, passes, tickets, and vehicles.  Vehicle fuel, lubricants, maintenance, cleaning supplies, and repairs.  Street furnishings  Operations facility and vehicle storage  Uniforms  Telephones/Cell Phones  Books, records, and reports</p>

**Exhibit B**  
**Approved Amendments**

THIS SECTION OF THE DOCUMENT IS INTENTIONALLY BLANK.  
APPROVED AMENDMENTS WILL BE INCORPORATED INTO THE FINAL  
AGREEMENT PRIOR TO RATIFICATION BY THE CONTRACTOR AND  
MODOC TRANSPORTATION AGENCY

**Exhibit C**  
**MTA Vehicles**

Vehicle No. (In Service)	Year	Make	Veh Model	VIN	License No	Funding Source	Fuel Type	Passenger Capacity	Length	Odometer on 06/30/2023	Fed Useful Life Standard
T-17 (03/31/14)	2014	Chevy 4500	Glaval Titan II	1GB6G5BL0E1125063	1419643	FTA 5311 Capital FY 12/13	Diesel Duramax	14 or 12+2 w/c	24'	192,829	100,000 or 4 years
T-18 (03/31/15)	2015	Chevy 4500	Glaval Titan II	1GB6G5BLXE1197954	1398332	FTA 5311f Capital FY 13/14	Diesel Duramax	14 or 12+2 w/c	24'	182,398	100,000 or 4 years
T-19 (03/31/15)	2015	Chevy 4500	Glaval Titan II	1GB6G5BLXE1199381	1398333	RSTP+TDA	Diesel Duramax	14 or 12+2 w/c	24'	161,331	100,000 or 4 years
T-20 (07/26/16)	2016	Chevy 4500	Arboc	1GB6G5BLOF1287020	1475426	RSTP 14-15 & 15-16	Diesel Duramax	15 or 11+2 w/c	24'	117,878	100,000 or 4 years
T-21 (10/18/18)	2018	Ford Transit 350	Glaval	1FDES6PM4JKA91514	1544712	FTA 5311(f) Capital FY 2016-17	Unleaded	7 + 2 w/c	21'	51,518	100,000 or 4 years

Exhibit D

SAGE STAGE RIDER'S GUIDE



**General Public Transit Services connecting Modoc County with Reno, Plumas County, Sparks, Redding and Klamath Falls**

- Sage Stage's intercity routes provide service from Alturas to Reno, Redding and Klamath Falls with direct service to:
- Reno: Airport, Downtown Reno, Greyhound via Amtrak
- Redding: Medical Centers, Amtrak, Greyhound, Mt. Shasta Mall
- Klamath Falls: Shopping, Medical Offices, Amtrak

**Local Bus Service within 10 miles of Alturas**

Within the Alturas area, the local bus will pick you up at your home and take you to any destination within the service area. This is a shared ride service, available weekdays by reservation.

www.sagestage.com (530) 233-6410



**INTERCITY ROUTES**

Sage Stage routes operate by reservation. Same day reservations and walk-on passengers are accepted when possible. At least one confirmed reservation is required for the bus to run.

- BUS STOPS**
- Sage Stage buses will pick up at designated bus stops or at "flag stops" along the route where it is safe to stop.
- Please note that our major stops are signed with the sign shown here. However many of our stops in outlying areas are not signed. If you are unsure of the designated bus stop location, please ask when you call to make your reservation.
- If you wish to be picked up at a location other than a designated stop, please call the office.

**BAGGAGE**

- Passengers must load their own baggage.
- There is a limit of 2 carry on bags (maximum 40 pounds each) per passenger. For each additional 2 bags, another general fare will be charged.

**ABOUT SAGE STAGE**

All Sage Stage buses are wheelchair accessible and meet ADA specifications. The lifts accommodate up to 750 pounds gross weight. Please keep your wheelchair properly maintained. You must be secured to your wheelchair with a lap and shoulder belt and the wheelchair will be secured to the vehicle with a four point tie down system. The driver will refuse to transport any wheelchair that is not properly maintained that could pose a hazard to the rider, driver, equipment and others on the bus.

**ACCESSIBILITY**

All Sage Stage buses are wheelchair accessible and meet ADA specifications. The lifts accommodate up to 750 pounds gross weight. Please keep your wheelchair properly maintained. You must be secured to your wheelchair with a lap and shoulder belt and the wheelchair will be secured to the vehicle with a four point tie down system. The driver will refuse to transport any wheelchair that is not properly maintained that could pose a hazard to the rider, driver, equipment and others on the bus.

**SAGE STAGE HOLIDAYS**

No bus service on Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day and New Years Day.

**COURTESY & SAFETY RULES**

- Passengers are prohibited use, sale, or distribution of tobacco, alcohol, controlled substances, or drugs on the bus.
- Firearms and hazardous materials may not be brought on board Sage Stage buses.
- Drivers have the right to refuse service to individuals that are drunk/influenced under the influence, use profanity, or are unruly.
- Only qualified service animals are allowed on board.
- As required by law, children must use a safety seat that is provided by the rider and be accompanied by an adult.
- All passengers must use safety belts and remain seated until the bus comes to a full stop.

**RESERVATIONS**

To make a reservation for any of our intercity routes, call our office at (530) 233-6410, Monday thru Friday, 8 am and 5 pm.

- Please make your reservation at least one day ahead to guarantee your trip. Provide your name, phone number, pick up and drop off locations.
- At least one confirmed reservation is required for the bus to run. We highly recommend that you call 24 hours in advance to reserve your seat. Passengers must provide their name, phone number, pick up and drop off locations.

**INTERCITY FARES - One-Way**

ROUTE	Zone	Discount	General
US 395	Alturas to Likely	\$5.00	\$8.00
	Alturas to Susanville	\$13.50	\$18.00
	Susanville to Reno	\$6.50	\$22.00
	Alturas to Reno	\$24.00	\$32.00
	Alturas to Hahlgah Jct	\$21.00	\$28.00
SR 299	Likely/Renovdale to Reno	\$21.00	\$28.00
	Likely/Renovdale to Susanville	\$11.00	\$15.00
	Hahlgah Jct to Reno	\$11.00	\$15.00
SR 139	Alturas to Burney	\$2.00	\$5.00
	Burney to Redding	\$9.00	\$12.00
	Alturas to Redding	\$19.50	\$26.00
Day Tripper Ticket	Canby to Redding	\$16.00	\$21.00
	Admin/Burney to Redding	\$2.00	\$6.00
Day Tripper Ticket	Alturas to Canby	\$6.00	\$8.00
	Alturas to Klamath Falls	\$13.50	\$18.00
	Newell/Tublake to Klamath Falls	\$4.50	\$6.00

Same Day Round Trip includes two stops in destination city

Alturas to Klamath Falls \$25.00

Alturas to Redding \$38.00

Newell/Tublake to Klamath Falls \$9.00

Pick-up before or drop-off after scheduled route.

Same as Dial-A-Ride Fare

**Fare Notes:**

- No cash refunds on prepaid tickets.
- Credit or debit payments accepted at the office - in person or by phone, 1 hr prior to bus departure.
- Have exact fare ready upon boarding - cash or farecard.
- Drivers do not make change.

**ALTURAS LOCAL BUS SERVICE (530) 233-3883**



**LOCAL BUS SCHEDULE**

**LOCAL BUS MONDAY THROUGH FRIDAY**

The local bus is outside, shared transportation within 10 miles of Alturas. It is available by advance reservation or on-demand. Passengers must provide their name, phone number, pick up and drop off locations.

To make an advance reservation, call (530) 233-6410 on weekdays from 8:00 AM to 5:00 PM. Reservations can be made up to 14 days in advance.

To schedule or cancel a same-day trip, call the driver directly at (530) 233-3883. Provide your name, phone number, pick up and drop off locations. Leave a message if there is no answer.

If you will not be making a trip, please cancel at least one hour in advance. Otherwise you may be required to pay the fare.

Please be ready to board when the bus arrives.

Always allow extra time. The bus may arrive up to 15 minutes before or after the scheduled time. Routes and times may vary by rider demand, weather and road conditions.

Travel is scheduled on a first-come, first-served basis. Priority is given for trips to health care appointments when scheduled at least one day in advance.

**LOCAL BUS FARES**

Buses do not travel on driveways or inaccessible gravel/dirt roads.

Subscription service is available for recurring trips to/from work, school or other routine destinations.

Range

Zone

1 - Within City of Alturas \$1.00

2 - To Modoc Estates \$2.00

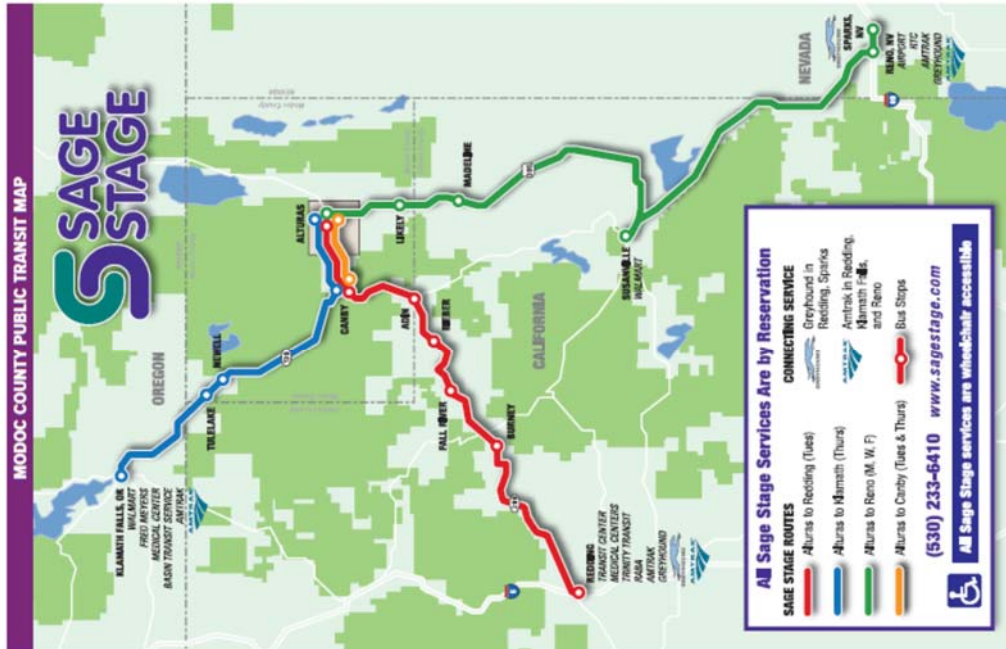
3 - To California Pines \$1.00

**LOCAL BUS RESERVATIONS**

Advance Reservations: (530) 233-6410

Same Day Reservations/Cancellations: (530) 233-3883

You can use the local bus to connect to intercity routes. We'll pick you up at your home and take you directly to the bus stop. Local bus fare applies in addition to the intercity route fee.



**ALTURAS to RENO, NV, (M, W, F) and (Tues)**  
Service between Alturas, Susanville and Reno, NV

AM	PM
ALTURAS (Call to arrange pickup - extra fare required)	RENO - DEPART (Reno Tahoe Airport from Door "D")
ALTURAS (Rite Aid (5th and N. Main))	RENO (Amtrak)
LIKELY (Rite Aid (5th and N. Main))	SUSANVILLE (LIB Bus Shelter on Riverside Dr. near Walmart)
MADEIRA (Old Chevron (150 Hwy. 395))	DOYLE (Shut station)
SUSANVILLE (General Store (2360 Hwy. 395))	RENO (Drop-off: City of Reno/Sparks (Gonzales, Amtrak, Airport and major medical facilities))
LIKELY (Old Chevron (150 Hwy. 395))	
MADEIRA (General Store (2360 Hwy. 395))	
ALTURAS (Shut station)	
ALTURAS (Rite Aid (5th and N. Main))	
ALTURAS (Drop-off: City of Reno/Sparks (Gonzales, Amtrak, Airport and major medical facilities))	

**ALTURAS to KLAMATH FALLS, OR (Thursday)**  
Service between Alturas, Tulelake and Klamath Falls, OR

AM	PM
ALTURAS (Call to arrange pickup - extra fare required)	KLAMATH FALLS - DEPART (Klamath Point to Medford (445 Spring St))
ALTURAS (Rite Aid (5th and N. Main))	KLAMATH FALLS (Walmart (3500 Washburn Way))
CANBY (Clinic/Chewon (670 Co. Rd. E))	TULELAKE (Jock's Market (395 Modoc Ave))
NEWELL (Market (203 Fourth Ave))	TULELAKE (Jock's Market (395 Modoc Ave))
TULELAKE (Market (203 Fourth Ave))	NEWELL (Market (203 Fourth Ave))
TULELAKE (Jock's Market (395 Modoc Ave))	CANBY (Market (203 Fourth Ave))
TULELAKE (Jock's Market (395 Modoc Ave))	ALTURAS (Rite Aid (5th and N. Main))
ALTURAS (Rite Aid (5th and N. Main))	
ALTURAS (Rite Aid (5th and N. Main))	

**ALTURAS to REDDING (Tuesday)**  
Service between Alturas, Redding, Burney and Beeding

AM	PM
ALTURAS (Call to arrange pickup - extra fare required)	MT. SHASTA MALL - DEPART (Main entrance)
ALTURAS (Rite Aid (5th and N. Main))	REDDING (RABA Station)
CANBY (Clinic/Chewon (670 Co. Rd. E))	BURNAY (McDonald's (744 Enterprise Dr))
ADIN (Adin Supply (104 Main St))	FALL RIVER MILLS (Mini Mart (4202 Hwy. 299 E))
BEEDER (31 299 and Water Street)	ADIN (Adin Supply (104 Main St))
FALL RIVER MILLS (31 299 and Water Street)	ADIN (Adin Supply (104 Main St))
BURNAY (Mini Mart (4202 Hwy. 299 E))	CANBY (Clinic/Chewon (670 Co. Rd. E))
REDDING (McDonald's (744 Enterprise Dr))	ALTURAS (M. Shasta Mall (Main Entrance))
ALTURAS (M. Shasta Mall (Main Entrance))	
ALTURAS (RABA Station)	

**ALTURAS to CANBY (Friday and Monday)**  
Service between Alturas and Canby

TUESDAY SERVICE	AM/PM	THURSDAY SERVICE	AM/PM
ALTURAS (Call to arrange pickup - extra fare required)		ALTURAS (Call to arrange pickup - extra fare required)	
ALTURAS (Rite Aid (5th and N. Main))	8:00	ALTURAS (Rite Aid (5th and N. Main))	8:00
CANBY (Clinic/Chewon (670 Co. Rd. E))	8:20	CANBY (Clinic/Chewon (670 Co. Rd. E))	8:20
CANBY (Clinic/Chewon (670 Co. Rd. E))	12:50	CANBY (Clinic/Chewon (670 Co. Rd. E))	12:50
ALTURAS (Rite Aid (5th and N. Main))	1:45	ALTURAS (Rite Aid (5th and N. Main))	1:45

**INTERCITY FAIRS - For a complete fare chart see other side**

Discount **	WHO QUALIFIES FOR DISCOUNT FAIR*
Alturas to Likely ..... \$6.00	Children (0 to 12 years) accompanied by a fare-paying adult
Alturas to Susanville ..... \$8.00	Senior (60 years or older) with photo ID
Susanville to Reno ..... \$18.50	Double persons meeting with photo ID
Alturas to Reno ..... \$22.00	Adic criteria with approved application for discount and a picture ID.
Alturas to Redding ..... \$26.00	
Alturas to Canby ..... \$6.00	
Alturas to Klamath Falls ..... \$11.50	

\*\* Discount for seniors and disabled persons.

**INTERCITY ROUTES & SCHEDULES**

- Sage Stage operates by reservation. Please call our office at least one day in advance to reserve your trip.
- Some day reservations are accepted when possible. However, reservations are recommended as the bus will not run unless there is at least one confirmed reservation.
- At these three stops (Alturas Rite Aid, Susanville Walmart, and Burney McDonald's) walk on passengers are accepted on a space available basis. All other transit stops are served by reservation only.
- If you have a reservation and will not be making the trip, please cancel at least 24 hours in advance.
- Please be at the stop by the scheduled time, as buses must depart as scheduled and cannot wait for you.
- On the schedules, AM times are shown in regular type, PM times are shown in bold.
- Fares are detailed on the other side of this guide.
- Children under 12 years of age must be accompanied by an adult.

Sage Stage Office: (530) 233-6410 www.SageStage.com



**Exhibit E – FTA Certification Regarding Lobbying****FEDERAL TRANSIT ADMINISTRATION****CERTIFICATION REGARDING LOBBYING****(Third Party Contracts Over \$100,000).**

The Undersigned Contractor hereby certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government Wide Guidance For New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C., Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure (if any). In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. 3801, *et seq.*, apply to this certification and disclosure (if any).

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



**Exhibit F**  
**SUCCESSFUL OFFEROR's PROPOSAL**