



**Eastern Sierra Transit Authority (ESTA)
Request for Proposal for:
Update to the Inyo-Mono Counties
Coordinated Public Transit – Human
Services Transportation Plan AND
Short-Range Transit Plan**

Due Date: May 15, 2021 at 5:00 pm to the attention of:

Phil Moores

Executive Director

Eastern Sierra Transit Authority (ESTA)

pmoores@estransit.com

703 Airport Road

Bishop, CA 93514

760.872.1901 ext. 12

*Proposals that are received after the due date and time will be returned unopened.
Consultants should submit both a technical and cost proposal, clearly marked with the name
of the RFP.*

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1.0.0 Scope of Work

NOTE: ALL MEETINGS REFERENCED MAY BE HELD VIRTUALLY IF CIRCUMSTANCES REQUIRE IT.

Grantee: Mono County Local Transportation Commission

Project Title: ESTA Short-Range Transit Plan & Coordinated Human Services Plan

Introduction

This project will provide a Short-Range Transit Plan and a Coordinated Human Services Plan (CHSP) for the Eastern Sierra Transit Authority (ESTA). These plans will be developed together into one document which meets the required elements of each plan. ESTA serves Mono and Inyo counties in California. A series of public workshops will provide input to inform both plans, and unless otherwise specified all tasks relate to both plans. This planning process provides an opportunity to merge certain aspects in the development of a SRTP and a CHSP for ESTA. This merging of tasks is expected to result in an overall cost savings. These plans will be used to guide ESTA's expenditure of resources and implementation of services for the following five years.

The scope of work shown below reflects the anticipated process and deliverables for ESTA's Short-Range Transit Plan and Coordinated Human Services Plan.

Responsible Parties

The Mono County Local Transportation Commission (MLTC) is the primary applicant as the RTPA in the region. However, ESTA, as the sub-applicant and intended user of the plans, will oversee the details of the plans with assistance from Caltrans, Inyo LTC, and MLTC.

Overall Project Objectives:

- Ensure transit programs are coordinated to improve overall mobility and access, particularly for seniors, persons with mobility challenges, and persons with low-income.
- Determine fixed-route services that should be provided. Are any of the existing services not meeting standards and should be reviewed? Is there ridership demand and financial resources to expand services, such as providing evening or weekend service?
- Determine areas of the community that truly warrant fixed route service, such as the City of Bishop and the Tri-Valley area.
- Find strategies that can improve the effectiveness of the Dial-A-Ride program, and explore the potential to shift ridership from DAR to the more cost-effective fixed-route services, particularly in Bishop.

- Ensure the overall transit program addresses the growing senior population of the community.
- Find potential increases in operating revenues, and evaluate the appropriateness of current fare and pass rates. Also, evaluate the contributions from the Town of Mammoth Lakes and the Mammoth Mountain Ski Area.
- Determine capital projects to pursue to achieve transit goals. For instance, what is the best strategy for bus replacement? What facilities (such as bus stop improvements or a maintenance facility) will be warranted in the future?
- Find Strategies that will improve bus driver retention.
- Evaluate the effectiveness and efficiency of the vehicle maintenance program, both currently, and considering the acquisition of electric vehicles.

1.1 Project Initiation

Establish regular reporting of project progress and challenges. Establish procedures and expectations for the grant and project.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.1.1: Caltrans Kick-off Meeting

ESTA will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.

Responsible Party: ESTA

Task 1.1.2: Write RFP for Consultant Services

Complete an RFP process for selection of a consultant using the proper agency procurement procedures.

Responsible Party: ESTA

Task 1.1.3: Procure Consultant

Interview and select project consultant.

Responsible Party: ESTA

Task #	Deliverables
1.1.1	Establish Invoicing and Quarterly Reporting. Meeting Notes.
1.1.2	Consultant RFP.
1.1.3	Executed Consultant Contract.

1.2.0 Review of Existing Conditions (SRTP and CHSP Specific)

The purpose of this task is to establish the existing conditions for transit services in the ESTA service area. It will be important to review existing plans and documents relating to transit; review demographic and economic conditions; and conduct a thorough evaluation of the current operations and management of the transit system.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.2.1: Review Transit Planning Documents

The Consultant will review transit planning documents and provide a brief summary of how each relates to the current project. At a minimum, the Consultant will review Regional Transportation Plans, the Transportation Improvement Program, California Transportation Plan, the most recent SRTP (2015), the 2014 Coordinated Public Transit – Human Services Transportation Plan, the Caltrans Regional Transit Plan and any documentation regarding Caltrans’ ongoing statewide rural Coordination Plan. The Consultant will also contact Mammoth Lakes Tourism (regarding Bishop Airport Commercialization), Washoe RTC, Kern Regional Transit, YARTS (just completed their SRTP), Ridgerunner Transit, Greyhound, and any other connecting transit system staff to review and obtain any documents regarding transit plans impacting ESTA’s service area.

Responsible Party: Consultant

Task 1.2.2: Evaluate Study Area Characteristics

A key basis of any transit plan is a thorough understanding of demographic characteristics and trends of the study area. This task will provide a demographic analysis of ESTA service area from the perspective of transit factors. Census data, American Community Survey data, social service agencies, and state agencies will be used to obtain existing and projected information about:

- General population
- Seniors (Age 65 to 74, 75 to 84 and 85 and above)
- Youth (Age 5 to 17)
- Disabled
- Automobile availability
- Low Income

Data will be provided for current demographics, and projections for demographic changes over the next twenty-five years will be evaluated. In addition, current and forecast future development patterns in the ESTA service area will be evaluated. The location of important transit trip generators, such as major employers, shopping areas, schools and elderly/disabled program centers will be identified and their characteristics assessed. Land use patterns, such as the location of multifamily housing areas, will be considered. ESTA, MCLTC, and ICLTC staff will

be contacted to generate a clear picture of development trends in the ESTA service area and their impact on the long-term demand for transit service.

Evaluate commute patterns for cities and towns along the Highway 395 and Highway 6 corridors. Collect and analyze the US Census Longitudinal Employer Household Dataset for both counties, by census place. This will be evaluated to identify overall existing commute patterns. Employment forecasts for each of the jurisdictions will be obtained and used to identify future changes in commuting patterns.

This task will also include the development of a summary of existing human service programs within the ESTA service area. While a full list will be developed with ESTA staff, our intention is to include the following:

- Senior service organizations
- Health and welfare organizations
- Area Agency on Aging
- Developmental disability organizations
- Tribal organizations
- School districts
- Vocational rehabilitation centers
- Community Action Programs
- Jobs training sites
- Healthcare facilities

For each organization, inventory current program sites, activities conducted at each site and estimated daily attendance/visitation. Transportation needs to and from each site should be discussed with organization representations. The goal of this sub-task will be to provide a summary of all mobility services in the ESTA service area, as a basis to identify potential gaps in service and opportunities to provide cost savings or service enhancements.

Responsible Party: Consultant

Task 1.2.3: Review of Transit Operations and Existing Transportation Services

The purpose of this task is to ensure the Consultant has extensive knowledge and familiarity with the ESTA transit system and all transportation services available in the area in order to best identify needs and develop service alternatives. The service area includes Reno, NV and Lancaster, CA. The Study Team will review the service area and characteristics of all public and private operators in the area. The Consultant will work with providers to update any information lacking from reports to provide a complete inventory and understanding of all transportation services.

A profile of the current services will be prepared by the Consultant to include the following:

- Name of operation, location, and ownership
- Type of operation (fixed-route and demand responsive)
- Service area and clients served
- Hours/days of operation and level of service
- Routes and schedules
- Existing fare structure and transfer agreements

- Number of passengers and passenger-trips served
- Operator's equipment and facilities, including existing fleet
- Staff (number of drivers, other positions)
- Estimated annual operating costs
- Existing funding sources (particularly public sources)
- Fueling and maintenance arrangements

This information will be summarized in text and graphic form, including service maps. As a whole, this information will provide a valuable resource for the remainder of the study.

Responsible Party: Consultant

Task 1.2.4: Existing Transit Service Performance, Ridership, Fiscal and Peer Analysis

The Consultant will conduct an in-depth route-level analysis of the existing transit service performance and ridership. Through an analysis of ridership data and operating and financial statistics gathered in previous Tasks, the Consultant will quantify the efficiency and effectiveness of existing services. In particular, the Consultant will identify the following:

- Current ridership trends (riders per hour and mile of service, by route or service type)
- Operating cost per revenue hour
- Farebox recovery ratio
- Average subsidy per passenger trip
- ADA compliance
- Dial-a-Ride reservation procedures
- 395 Route reservations procedures

The Consultant will then conduct a "peer analysis" of similar transit programs in the western U.S. An initial potential list of peers will first be developed, based on the following criteria:

- Total population
- Size of transit program, as measured by annual vehicle-hours
- Location relative to a large urban center
- Dependence on tourism

An initial list of potential peers will then be provided to ESTA staff for review and comment. After a final list of 5 to 7 peers are identified, the Consultant will collect available data regarding the span of service, service frequency, ridership, fleet size, annual operating vehicle-hours, annual operating costs (including cost per hour), annual fare revenues, and administrative staff to driver ratio (excluding maintenance staff, and including consultant services for general operating tasks). This data will be collected and summarized separately for fixed route and dial-a-ride services. The Consultant will prepare a discussion of the various peer systems and how ESTA's transit program compares.

Responsible Party: Consultant

Task 1.2.5: Improving Driver Retention

A major business challenge for transit agencies is driver retention, and ESTA is no exception. The high cost of driver training, overtime, and lack of institutional experience takes a big fiscal and operational toll. This task is to identify strategies to improve retention. Items such as driver shifts, full time vs. part time ratio, shoulder season, marketing, work environment, wages, and benefits should be considered. Cost versus benefit analysis should be provided and costs such as retirement, OPEB, and benefits included.

Responsible Party: Consultant

Task 1.2.6: Evaluate Maintenance Program

ESTA contracts with the Town of Mammoth Lakes, Bishop Ford, and Britt’s Automotive in Bishop for most of its maintenance needs. The result is a need for a very high spare ratio, high costs, and service delivery challenges. This task is to evaluate ESTA’s maintenance program and consider coordination opportunities with other entities, and potential development of inhouse maintenance. Provide information on the cost and benefit of transitioning to an electric fleet.

Responsible Party: Consultant

Task #	Deliverables
1.2.1	A summary of existing documents and their plan elements regarding impacts on ESTA transit services.
1.2.2	A comprehensive look at the study area characteristics, demographics and land use forecasts for the five-year time frame and a summary of existing human service programs.
1.2.3	A summary of transit services operating in the ESTA region.
1.2.4	A service map and performance analysis presenting the existing transit conditions. Separate summaries for fixed route and DAR services. Prepare a discussion of the various peer systems and how ESTA compares.
1.2.5	Driver retention report. Include cost vs. benefit analysis.
1.2.6	Maintenance Program report.

1.3.0 Public Outreach (SRTP and CHSP Specific)

Conducting Short-range/Coordinated Human Services Plans is an excellent opportunity to gain input from the community about transit and transit needs, as well as to give the community a greater understanding of the capabilities and limitations of their transit system. Under this task, there will be multiple approaches throughout the study to gain feedback from the community, and stakeholders in particular, about their understanding of transit, their concerns about transportation needs, and their response to potential alternatives. See Section 7 of this scope of work for guidance on workshop details.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.3.1: Conduct Stakeholder Meetings

Under this task, the Consultant will work with Caltrans and ESTA staff to identify transit stakeholders, including underrepresented populations. Stakeholder examples are the Paiute Tribe, the ESTA Board, LTC’s, The City of Bishop, The Town of Mammoth Lakes, United States Forest Service, National Park Service, Mammoth Mountain Ski Area, YARTS, IMACA, HHS, IMAH, Hospitals, SSTAC, and Caltrans. The consultant will conduct two Stakeholder meetings. One meeting will be conducted near the outset of the study to gather input on current transit conditions and needs, with a focus on the needs of social service programs. A second meeting will be held once the draft plan has been developed, for review and input. The Consultant will prepare agendas for each meeting for the ESTA staff to send out. ESTA staff will determine the meeting locations and set meeting dates. The Consultant will provide summaries of meetings.

Responsible Party: Consultant

Task 1.3.2: Conduct Public Meetings

In addition to Stakeholder meetings, the Consultant will conduct at least three Public Meetings to gather input regarding the current transit program. At a minimum, one meeting will be conducted early in the study process. The purpose of the meetings will be to provide information on the Consultant’s findings regarding the effectiveness of current services, and discuss potential improvements and strategies. At ESTA’s direction, additional meetings may be held to present the findings of the existing services review, and to present/discuss potential alternatives and coordination strategies. The consultant will provide summaries of the meetings. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Responsible Party: Consultant

Task 1.3.3: Develop Goals/Objectives/Standards/Demand Analysis

Develop system goals, objectives and performance standards. Conduct an ongoing strategic planning workshop with the ESTA Board of Directors, the LTC’s, and ESTA staff. Consider the general role and direction of the agency over the next five years. This effort should evaluate and provide recommendations for the refinement of the current mission statement, goals, objectives, and performance standards to reflect the consensus of the Board.

Responsible Party: Consultant

Task #	Deliverables
1.3.1	Provide stakeholder meeting agendas. Provide meeting summaries.
1.3.2	Conduct at least three public meetings. Provide meeting summaries.

1.3.3	Present goals, objectives, and performance standards based on stakeholder input.
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1.4.0 Security/Technology (SRTP Specific)

Under this task, the overall ESTA system will be evaluated for operating and facility security and technology needs.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.4.1: Assess existing and potential technology.

Address operations and planning technology with the goal of improving measurement, management, employee tracking, maintenance, payroll, reporting, customer service, driver radio communication, and grant writing. Other considerations are dispatch software, mobile ticketing, and data tracking.

Responsible Party: Consultant

Task 1.4.2: Assess existing and potential safety and security.

Items such as security video, cash handling, and driver safety should be considered. Consider the Mammoth Yard winter de-icing/chaining and the slip and fall risk, and the Utility position work environments.

Responsible Party: Consultant

Task #	Deliverables
1.4.1	Technology report.
1.4.2	Safety and Security report.

1.5.0 Transportation Needs Assessment (CHSP Specific)

Federal guidelines require an assessment of needs for residents with disabilities, older adults, and low-income individuals. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.5.1: Existing Coordination of Services

Identify current coordinated services.

Responsible Party: Consultant

Task 1.5.2: Potential Coordination Opportunities

Identify potential coordinated service opportunities.

Responsible Party: Consultant

Task 1.5.3: Major Barriers in Coordination

Identify barriers in coordination.

Responsible Party: Consultant

Task 1.5.4: Duplications of Services

Identify duplication of services.

Responsible Party: Consultant

Task 1.5.5: Gaps in Service

Identify gaps in service.

Responsible Party: Consultant

Task 1.5.6: Capital Needs

Identify capital needs for ESTA as a CTSA, and for each Human Services organization.

Responsible Party: Consultant

Task #	Deliverable
1.5.1-5.6	Report to include details of 1.5.1-5.6.

1.6.0 Alternatives Analysis (S RTP Specific)

Under this task, service, capital, management, and financial alternatives will be developed and evaluated.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.6.1: Service Alternatives

Recommend service alternatives based on feedback from the public outreach and study analysis. Consider all ESTA services including Route 395, all DAR, Mammoth Fixed Route, charters, Highway 6 in the Tri-Valley, Reds Meadow, Lakes Basin, Bishop Creek, Whitney Portal, Onion Valley, and other trailheads in Inyo County.

Responsible Party: Consultant

Task 1.6.2: Capital Alternatives

Evaluate key capital elements of the transit program serving Inyo and Mono Counties. Consider fleet improvements, bus stop improvements, vehicle disposal, ITS, and facilities.

Responsible Party: Consultant

Task 1.6.3: Management and Financial Alternatives, and Other Funding Sources

Determine modifications to performance standards and vehicle maintenance based on performance review, peer review, and Board input. Recommend fare alternatives based on information from fare structure of peer agencies. Identify other funding sources.

Responsible Party: Consultant

Task #	Deliverable
1.6.1	Service alternatives report.
1.6.2	Capital alternatives report.
1.6.3	Management and Financial alternatives, and other funding sources report.

1.7.0 Coordination Strategies (CHSP Specific)

This task is to define coordinated strategies intended to provide general guidance to the LTC's, ESTA, Human Service Agencies (HSA), and other local leaders. The primary goal is to provide background information and demonstrate the need for transportation services that can be used for the purpose of securing grant funding in service of the specific needs of the region. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.7.1: Evaluation Criteria

Determine the criteria for ranking the proposed strategies. Guide workshop participants to rank strategies according to the evaluation criteria.

Responsible Party: Consultant

Task 1.7.2: Coordinated Strategies

Determine coordination strategies from previous coordinated plan and updated to address current gaps in transportation for persons with disabilities, older adults and low-income individuals. List strategies in priority order based on the public workshops.

Responsible Party: Consultant

Task 1.7.3: Implementation Plan

Establish priorities based on resources, time, and feasibility for implementing specific strategies and/or activities identified. Overall, the coordinated strategies are intended to spur creative use of existing resources and cost-effective

procurement of additional resources to best meet the mobility needs of older adults, low-income individuals, and persons with disabilities in Inyo and Mono Counties.

Responsible Party: Consultant

Task #	Deliverable
1.7.1	Defined evaluation criteria.
1.7.2	Prioritized coordinated strategies based on public input.
1.7.3	Prioritized coordinated strategies based on existing constraints.

1.8.0 Short Range Transit Plan (SRTP Specific)

Under this task will be the development of service, capital, management, financial, and implementation plans for the SRTP. The plans will guide the improvement of the public transit services in Inyo and Mono Counties over the next five years, within the constraints of realistic funding projections. This task should present the individual plan elements based on substantial discussions presented in previous scope of work sections and plan elements.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.8.1: Service Plan

Recommend service enhancements based on previous study section results.

Responsible Party: Consultant

Task 1.8.2: Capital Improvements Plan

Transit services require ongoing capital investment in facilities and rolling stock. Capital investments in both vehicles and passenger facilities can attract additional riders, while improving the quality of service and safety/security of existing riders. In addition, new advancements in communications technologies can significantly benefit public transit programs. Address how fleet electrification will affect ESTA, and what the financial impact might be.

Recommend service enhancements based on previous study section results.

Responsible Party: Consultant

Task 1.8.3: Management Plan

List the revised goals, objectives and standards resulting from the stakeholder and public outreach. These revisions should be more in line with current operating conditions, while still providing appropriate incentives to improve services.

Responsible Party: Consultant

Task 1.8.4: Financial Plan

The capital and service improvement recommendations are planned to be funded through a combination of fare revenues, state/federal grants, and local and private funding. This sub-task should consider:

- Forecasting of annual operating and administrative costs.
- Forecasting long term liabilities such as retirement and OPEB.
- Estimated ridership.
- Estimated farebox revenues.
- Estimation of the capital cost for vehicles, passenger amenities, operations, and administrative facilities (including the proposed new Bishop facility).
- Identify operating funding sources.
- Identify capital funding sources.

Responsible Party: Consultant

Task 1.8.5: Implementation Plan

Recommend a five-year implementation plan including operating and capital investments. List the recommendations by fiscal year.

Responsible Party: Consultant

Task #	Deliverable
1.8.1	Service enhancement plan report.
1.8.2	Capital improvements plan report.
1.8.3	Management plan report.
1.8.4	Financial plan report.
1.8.5	Implementation plan report.

1.9.0 Draft SRTP and CHSP Review/Acceptance

This task is intended to present a draft plan for the ESTA Board, ESTA staff, and LTC staff for review, comment, and direction.

Task 1.9.1: Draft SRTP and CHSP Review

Present SRTP and CHSP findings and recommendations to the Eastern Sierra Transit’s Board of Directors, ESTA staff, and LTC staff.

Responsible Party: Consultant

Task 1.9.2: CHSP Adoption

Based on the comments received, prepare the final CHSP for adoption by the Eastern Sierra Board of Directors.

Responsible Party: Consultant

Task 1.9.3: SRTP Adoption

Based on the comments received, prepare the final SRTP for adoption by the Eastern Sierra Board of Directors.

Responsible Party: Consultant

Task #	Deliverable
1.9.1	Present draft SRTP and CHSP for review.
1.9.2	Present final CHSP for adoption.
1.9.3	Present final SRTP for adoption.

1.10.0 Fiscal Management

This task is intended to establish fiscal responsibility for invoicing and reporting of project progress.

Task 1.10.1: Invoicing

Submit complete invoice packages to Caltrans district staff based on milestone completion-at least quarterly, but no more frequently than monthly.

Responsible Party: ESTA

Task 1.10.2: Quarterly Reports

Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.

Responsible Party: ESTA

Task #	Deliverable
1.10.1	Invoices to Caltrans.
1.10.2	Quarterly Reports to Caltrans.

NOTE: ALL MEETINGS REFERENCED MAY BE HELD VIRTUALLY IF CIRCUMSTANCES REQUIRE IT.

2.0 INSTRUCTIONS TO PROPOSING FIRMS

2.1. SUBMISSION REQUIREMENTS:

Offerors shall submit one copy of the proposal for review via email. Proposals shall include, but are not limited to, the following information:

- At least three (3) examples of current work (transit-related work a plus). These examples should include transit planning documents done by agency personnel that will be assigned to this project.

- Contact names, email addresses, telephone, fax numbers of up to three (3) clients that may be contacted as references, for which similar services have been provided as referenced in this request for proposal.
- Proposals may have written material but may also include illustrations, photographs or PowerPoint presentation.

2.2. REVIEW & AWARD

To be considered for selection, respondents must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal. After proposal review, a maximum of the three (3) most qualified firms may be invited for interviews.

Specific criteria for selection will include:

- Responsiveness and comprehensiveness of the proposal
- Understanding of project needs
- Qualifications and experience of the consulting firm and project team
- Work plan and schedule
- References
- Cost

2.3. DELIVERY OF PROPOSALS

Proposals must be received at ESTA's office prior to the due date and time identified. It is the sole responsibility of the proposing firms to ensure timely delivery of the submission. Submission is to be made electronically, via e-mail. Late submissions will not be considered.

Proposal should be sent by email to:

pmoores@estransit.com

RFP Due Date: May 15, 2021 5:00 p.m. pst

RFP Name: ESTA Coordinated Plan and Short-Range Plan Update

2.4. DOCUMENTS

Review of Documents: Proposing firms are expected to examine all documents that make up the RFP. Proposing firms shall promptly notify ESTA of any omission, ambiguity, inconsistency or error that they may discover upon examination of the RFP. Proposing firms must use a complete RFP to prepare their response. ESTA assumes no responsibility for any errors or misrepresentations that result from the use of incomplete RFPs. Explanations or Clarifications: Any explanation, clarification, or interpretation desired by a proposing firm regarding any part of the RFP must be requested in writing from the Procurement Officer prior to the deadline established herein. Interpretations, corrections, or changes to the RFP made in any other manner are not binding

upon ESTA, and proposing firms shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be sent to Phil Moores at pmoores@estransit.com. The document must clearly identify the proposing firm and point of contact. Any written information given to one firm concerning the RFP will be furnished as an addendum to all firms.

2.5. PREPARATION OF RFP

Each proposing firm must furnish the information requested by the RFP, and on clearly referenced attachments as needed. RFPs submitted that do not respond to the information requested in the RFP package may be considered non-responsive. Any attempt to alter the wording in the RFP may result in rejection of the proposal response.

2.6. DELIVERY TIME

Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any ESTA purchase. If the indicated date cannot be met, or the date is not indicated, the Respondent shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

2.7. PRICES

Proposal pricing shall be firm. In the event of a discrepancy between unit prices and extended prices, the unit prices shall govern. Proposed prices must be valid for a minimum of 90 days from the RFP due date.

2.8. SIGNATURE

The proposing firm must sign each document in the proposal requiring a signature. If addenda are issued, the proposing firm must acknowledge all addenda as part of their proposal.

2.9. PROPOSAL SECURITY

No proposal security deposit is required for this RFP

2.10. RFP PREPARATION COSTS

All costs associated with preparing an RFP shall be borne by the Respondent.

2.11. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL'S

Modification of RFPs: Proposals may be modified in writing at any time prior to the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information. Withdrawal of Proposals: Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the firm) at any time prior

to the due date. A proposal may also be withdrawn in person by a firm, provided the withdrawal is made prior to the due date. The firm must sign a receipt of withdrawal.

No proposals may be withdrawn after the due date, unless there is a material error in the RFP. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date. ESTA may require proof of agency from person withdrawing proposal.

2.12. EVALUATION FACTORS AND AWARD

ESTA will evaluate all proposals based on a combination of the detail of the scope that is presented, the tasks to be accomplished, schedule, budget, and overall value. ESTA will first examine the functional requirements to determine their conformance with the RFP. Any submissions that are deemed to be non-conforming to the stated requirements may be rejected. Therefore, Respondents should exercise particular care in reviewing the required Submission Format as set forth in this RFP. Acceptance of this RFP and the subsequent proposal will be in the form of a contract. The contents of the proposal shall become a part of the contract. Under no circumstances will ESTA be responsible for goods or services provided without an acceptance signed by an authorized ESTA representative.

Reservations: ESTA expressly reserves the right to:

- a. Extend the RFP opening date and time;
- b. Consider and accept alternate proposals, if specified in the RFP documents, when most advantageous to ESTA;
- c. Waive as an informality, minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
- d. Waive any minor informality in any proposal or RFP procedure (a minor informality is one that does not affect the competitiveness of proposing firms);
- e. Add additional terms or modify existing terms in the RFP;
- f. Reject a proposal at ESTA's discretion;
- g. Reject or cancel any or all proposals;
- h. Reissue an RFP; and/or
- i. Procure any item by other means.

2.13. POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL FIRM

Certificates of Insurance: When insurance is required, the successful respondent must provide certificates of insurance in the amounts and for the coverage required to ESTA within ten (10) business days after notification of award, or as otherwise required by the specifications.

2.14. NOTICE TO PROCEED

The successful Consultant will be required to furnish all requirements of this solicitation before work can begin on this project. ESTA will issue the selected Consultant a "Notice to Proceed" letter after all requirements has been satisfied, thereby, notifying the bidder when work can begin on this project.

2.15. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California.

2.16. CONTRACT

ESTA intends to award a contract for the project described in the Scope of Work. The Consultant acknowledges and understands that this contract is not effective until it has received all the requisite ESTA approvals and the Consultant shall not begin performing work under this contract until notified to do so by ESTA. The Consultant is entitled to no compensation for work performed prior to the effective date of this contract.

2.17. POINT OF CONTACT

The Executive Director, identified below, is the sole point of contact regarding the RFP bidding documents from the date of issuance until selection of the successful Consultant.

The point of contact for inquiries concerning this RFP is:

Phil Moores
Executive Director
Eastern Sierra Transit Authority (ESTA)
703 Airport Road (P.O. Box 1357, Bishop, CA 93515)
Bishop, CA 93514
760.872.1901 ext. 12
pmoores@estransit.com

2.18. PROCUREMENT SCHEDULE

The following dates are set forth for informational and planning purposes; however, ESTA reserves the right to change the dates.

Release RFP: February 25, 2021
Responses Due: May 15, 2021 5:00 p.m.
Finalize Contract: June 15, 2021
Notice to Proceed: June 20, 2021

2.19. QUESTIONS, REQUESTS FOR CLARIFICATION, AND SUGGESTED CHANGES

Consultants are invited to submit written questions and requests for clarifications regarding the RFP. Consultants may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received on or before 5pm, May 1, 2021. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. ESTA assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFP. Consultants must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

2.20. SUBMISSION OF OFFERS

Consultants must furnish all information necessary to evaluate the bid proposal. Offers that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Consultant shall not be considered part of the Consultant's proposal.

2.21. REJECTION OF OFFERS

ESTA reserves the right to reject any or all offers, in whole or in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by ESTA to award a contract. This RFP is designed to provide Consultants with the information necessary to prepare a competitive proposal.

2.22. DISQUALIFICATION

ESTA may reject outright and shall not evaluate proposals for any one of the following reasons:

1. The respondent fails to include information necessary to substantiate that it will be able to meet a service requirement.
2. The Consultant fails to respond to ESTA's request for information, documents, or references.
3. The Consultant fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in this RFP.
4. The Consultant presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

5. The Consultant initiates unauthorized contact regarding the RFP with ESTA employees and/or officials, or members of the evaluation committee.
6. The Consultant provides misleading or inaccurate responses.
7. The Consultant limits ESTA's rights.

2.23. NONMATERIAL AND MATERIAL VARIANCES

ESTA reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of ESTA, it is in ESTA's best interest to do so.

Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Consultants, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. In the event ESTA waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Consultant from full compliance with RFP specifications or other contract requirements if the Consultant is awarded the contract. The determination of materiality is in the sole discretion of ESTA.

2.24. REFERENCE CHECKS

ESTA reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the Consultant's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.25. INFORMATION FROM OTHER SOURCES

ESTA reserves the right to obtain and consider information from other sources concerning a Consultant, such as the Consultant's capability and performance under other contracts. The content of a bid proposal submitted by a respondent is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.26. CLARIFICATION PROCESS

ESTA reserves the right to contact a Consultant after the submission of offer proposals for the purpose of clarifying a proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Consultant has provided goods or services to ESTA or any other political subdivision wherever located, or requests for corrective pages in the Consultant's bid proposal. An individual authorized to legally bind the Consultant shall sign responses to any request for clarification. Responses shall be submitted to ESTA within the time specified in ESTA's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.27. DISPOSITION OF OFFERS

All proposals become the property of ESTA. At the conclusion of the award/contract process, the contents of all offers will be in the public domain and be open to inspection by interested parties unless clearly identified by the respondent as being proprietary. As a note of caution, excessive identification of proposal materials as being proprietary may lead to the proposal being deemed non-responsive.

2.28. RELEASE OF CLAIMS

By submitting an offer, the respondent agrees that it will not bring any claim or cause of action against ESTA based on any misunderstanding concerning the information provided herein or concerning ESTA's failure, negligent or otherwise, to provide the Consultant with pertinent information as intended by this RFP.

2.29. PRESENTATIONS AND DEMONSTRATIONS

Consultant's key personnel may be required to participate in a panel interview. Only representatives of the evaluation team and the presenting Consultant will be permitted to attend the oral interviews. All Consultants submitting proposals may not have an opportunity to interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Consultant. The demonstrations should utilize ESTA data. ESTA does not anticipate in-person proposal interviews at this time.

2.30. EVALUATION OF OFFERS SUBMITTED

Offers that are timely submitted and are not subject to disqualification will be reviewed in accordance with Evaluation Factors identified in the RFP. The evaluation and selection of a contractor will be based on the information submitted in the proposal, references and possibly, a presentation and/or demonstration. Respondents shall respond to all requirements clearly and completely. Failure to respond completely may be the basis for the rejection of a proposal.

2.31. AWARD AND FINAL OFFERS

ESTA reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of ESTA and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of ESTA and to temporarily or permanently abandon the procurement. If ESTA awards a contract, it will award the contract to the Consultant whose proposal is the most advantageous to ESTA, considering the evaluation factors set forth in this RFP.

2.32. PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 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. (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

3.0. PROPOSAL FORMAT

3.1. Instructions

These instructions prescribe the format and content of the offer. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal. It is the request of ESTA that the following section headings be used in the responses to this RFP and that they be arranged in the order as listed in the proposal. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the offer/qualifications.

3.2. Cover Page

The cover page should include the request for proposal name, company contact information including name, address, telephone number, e-mail address, and contact name.

3.3. Table of Contents

3.4. Letter of Transmittal

- Briefly state that your firm understands the work to be accomplished and make a commitment to perform all services and features contained in its proposal.
- A brief narrative highlighting the Consultant's proposal.
- If the Consultant is a partnership, corporation or other entity other than an individual, the letter must be signed by an officer authorized to obligate the entity.
- The letter of transmittal should be completed on company letterhead and should not exceed two pages.

3.5. Firm Identification

Provide general information about your firm including the name and address of your organization, description of the services offered, financial stability, years in service, personnel resources, and an organization chart.

3.6. Qualifications

Consultants must demonstrate skills and proven history in the transportation field.

- Include at least three references similar in scope of work. Include the organization's name, contact, address, telephone number, and e-mail address. Of particular importance are projects completed on time and within budget for agencies with similar systems.

3.7. Project Management

The response should detail a staffing plan, including personnel resumes. The Consultant must provide resumes for all key personnel, including the project manager who will be involved in providing the service contemplated by the RFP. Resumes must include full name, education background, and years of experience and employment history particularly as it relates to the scope of work. The response should identify any sub-consultant firms and the percent of the effort assigned to the subcontractor. The response shall provide information on all subcontractors proposed as part of this contract including:

- (1) Company history
- (2) Qualifications and experience
- (3) Proposed staffing for this project
- (4) Alliance relationship and length of relationship
- (5) Clients where you have done work together and descriptions of the specific projects
- (6) Proposed staffing for this project

3.8. Communication Plan

The Consultant must facilitate and ensure thorough communication between all project participants throughout all phases of the effort.

3.9. Proposed Solution

The Consultant will provide a solution description and overview that outlines the products and services offered. The proposed product solution should meet or exceed the functional requirements outlined in Scope of Work.

3.10. Pricing and Payment Schedule

The Consultant will supply pricing for each of the required components for the project. Consultants must utilize the provided pricing sheet in section 7.0 of this RFP as a general price and hours proposal. Consultants are also invited to include a supplemental price proposal as an attachment to their proposal. Unless otherwise indicated by ESTA, payment will be made in accordance with deliverables completion.

Payment will be made upon submission of properly prepared and certified invoices, which detail the deliverables provided during the invoice period and associated costs.

3.12. Required Forms

The Consultant is required to submit all required forms and sign in agreement to all FTA clauses listed in Section 8.

4.0. EVALUATION PROCESS

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to ESTA. The evaluation criteria or elements listed will be used to determine which proposal is the most advantageous to ESTA.

Responses will be evaluated according to:

- Responsiveness and comprehensiveness of the proposal – 20 points
- Understanding of project needs – 20 points
- Qualifications and experience of the consulting firm and project team – 20 points
- Work plan and schedule - 15 points
- References – 10 points
- Cost – 15 points

Discussions may be conducted with respondents determined to be reasonably qualified, and ESTA reserves the right to reject any and all proposals. ESTA reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates ESTA to contract for the proposed project. ESTA reserves the right to request presentations from selected Consultants if so desired. A request for a Best and Final Offer is at the sole discretion of ESTA and, if requested, will be requested in writing. ESTA will negotiate a contract with the respondent determined to be the most advantageous to the Authority, as determined by the Authority. ESTA shall not be liable to any respondent for costs associated with responding to the RFP, for the respondent's participation in the interview, or any costs associated with negotiations. Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer.

Evaluation Standard: Submittals will be reviewed against the system capabilities identified in the Scope of Work. It is essential that Respondents include documentation which substantiates that the response addresses the required capabilities as outlined in the RFP. Failure to meet required capabilities may deem the submittal as non-responsive. If the submittal is deemed non-responsive, the submittal will be rejected and will not be considered for further evaluation.

5.0. PROTESTS

Protests regarding any aspect of this RFP must be submitted in writing to ESTA, c/o Executive Director, P.O. Box 1357, Bishop, CA 93515 by the date and time specified below:

- Pre-award protests due – 3:00 p.m., May 1, 2021.
- Protest after Announcement of Award due – Within five calendar days after notice of contract award.

6.0. CONTRACT TERMS AND CONDITIONS

6.1. Contract Terms and Conditions

The contract that ESTA expects to award as a result of this Request for Proposal will be based upon the offer submitted by the successful Consultant and this solicitation. The contract between ESTA and the successful Consultant shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained within the RFP, the offer of the Consultant contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by ESTA.

The contract terms contained within this RFP are not intended to be a complete listing of all contract terms but are provided only to enable Consultants to better evaluate the costs associative with the RFP and the potential resulting contract. Consultants should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal quoted by the Consultant.

By submitting a proposal, each Consultant acknowledges its acceptance of these specifications, terms and conditions without change, except as otherwise expressly stated in its proposal. If a Consultant takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by ESTA, in its sole discretion, resulting in possible disqualification of the proposal. ESTA reserves the right to either award a contract without further negotiation with the successful Consultant or to negotiate contract terms with the selected Consultant if the best interests of ESTA would be served.

6.2. Additional Cost Items Not In Contract

ESTA is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies, those costs shall be negotiated between the Consultant and ESTA.

6.3. Termination

a. Termination for Convenience. ESTA may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Authority's best interest. If this contract is terminated, ESTA shall be liable only for payment under

the payment provisions of this contract for services rendered before the effective date of termination.

b. Termination for Default. If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, ESTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 ESTA that the Consultant 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 Consultant, ESTA, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure. ESTA of in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Consultant fails to remedy to ESTA satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Consultant of written notice from ESTA setting forth the nature of said breach or default, ESTA shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude ESTA from also pursuing all available remedies against Consultant and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that ESTA elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by ESTA shall not limit ESTA remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Section 7.0 PRICING

**EASTERN SIERRA TRANSIT AUTHORITY
Coordinated Plan and Short-Range Transit Plan Update
PRICE PROPOSAL SHEET**

Consultant Name:	
Address:	
City, State & ZIP	
Phone:	
e-mail:	
Contact Person:	

SERVICE COMPONENT	COST
Firm fixed fee for preparation of an update to the Inyo-Mono Counties Coordinated Public Transit-Human Services Transportation Plan AND Short-Range Transit Plan	
Total estimated hours for project completion	
Total	

Signature:

Date:

8.0 Required Certifications

Third-Party Federal Clauses

1. Source of Funding:

This contract entered on _____ between _____
(DATE) (AWARDING AGENCY)

and _____ for
(CONTRACTOR)

ESTA SRTP AND CHSP
(PROJECT)

is being funded with the following fund source(s) and amounts:

FUND SOURCE	AMOUNT
FTA 5304	\$113,372

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party Consultant who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00

No Obligation to Third-Parties by use of a Disclaimer

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 Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements 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

subagreement financed in whole or in part with financial assistance provided by the FTA.

- C. 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 Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency'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 moneys to any third-party contractor.
- D. 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.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency 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 subagreement 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.

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.

Record Keeping

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 subagreements.

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 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 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.

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 Awarding Agency requests which would cause the Awarding Agency 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.

Awards Exceeding \$10,000.00

Additional Termination Provisions

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.

Awards Exceeding \$25,000.00

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 include 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 subagreements 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 awarding agency 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 subagreements 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.

Awards Exceeding \$100,000.00

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

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 (see certification form in EXHIBIT E).

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.

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 Awarding Agency and understands and agrees that the Awarding Agency 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 subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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 Awarding Agency and understands and agrees that the Awarding Agency 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 subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Awards with Transport of Property or Persons

U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

Miscellaneous Special Requirements

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.

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.

DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

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 contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 0.0%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

Prompt Payment and Return of Retainage

- A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.
- B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any

such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

Company name
Address
City, CA

Signature

Print Name

Title

Date

9.0 Sample Agreement



DRAFT

PROFESSIONAL SERVICES AGREEMENT

EASTERN SIERRA TRANSIT AUTHORITY

SHORT RANGE TRANSIT PLAN & COORDINATED HUMAN SERVICES PLAN

DATE

**EASTERN SIERRA TRANSIT AUTHORITY
703B AIRPORT ROAD
BISHOP, CALIFORNIA 93514
760-872-1901
WWW.ESTRANSIT.COM**

AGREEMENT

This AGREEMENT is made and entered into this DATE, by and between the EASTERN SIERRA TRANSPORT AUTHORITY, hereinafter referred to as "ESTA" or the "AUTHORITY" and Consultants, hereinafter referred to as "CONSULTANT" or "CONTRACTOR."

TERMS OF AGREEMENT

1) SERVICES TO BE PERFORMED BY CONSULTANT

The Scope of Work is described below. Consultant will perform all services necessary to complete the Scope of Work. The Consultant will receive general direction from the ESTA'S Executive Director.

1.0.0 Scope of Work

NOTE: ALL MEETINGS REFERENCED MAY BE HELD VIRTUALLY IF CIRCUMSTANCES REQUIRE IT.

Grantee: Mono County Local Transportation Commission

Project Title: ESTA Short-Range Transit Plan & Coordinated Human Services Plan

Introduction

This project will provide a Short-Range Transit Plan and a Coordinated Human Services Plan (CHSP) for the Eastern Sierra Transit Authority (ESTA). These plans will be developed together into one document which meets the required elements of each plan. ESTA serves Mono and Inyo counties in California. A series of public workshops will provide input to inform both plans, and unless otherwise specified all tasks relate to both plans. This planning process provides an opportunity to merge certain aspects in the development of a SRTP and a CHSP for ESTA. This merging of tasks is expected to result in an overall cost savings. These plans will be used to guide ESTA's expenditure of resources and implementation of services for the following five years.

The scope of work shown below reflects the anticipated process and deliverables for ESTA's Short-Range Transit Plan and Coordinated Human Services Plan.

Responsible Parties

The Mono County Local Transportation Commission (MLTC) is the primary applicant as the RTPA in the region. However, ESTA, as the sub-applicant and intended user of the plans, will oversee the details of the plans with assistance from Caltrans, Inyo LTC, and MLTC.

Overall Project Objectives:

- Ensure transit programs are coordinated to improve overall mobility and access, particularly for seniors, persons with mobility challenges, and persons with low-income.
- Determine fixed-route services that should be provided. Are any of the existing services not meeting standards and should be reviewed? Is there ridership demand and financial resources to expand services, such as providing evening or weekend service?
- Determine areas of the community that truly warrant fixed route service, such as the City of Bishop and the Tri-Valley area.
- Find strategies that can improve the effectiveness of the Dial-A-Ride program, and explore the potential to shift ridership from DAR to the more cost-effective fixed-route services, particularly in Bishop.
- Ensure the overall transit program addresses the growing senior population of the community.
- Find potential increases in operating revenues, and evaluate the appropriateness of current fare and pass rates. Also, evaluate the contributions from the Town of Mammoth Lakes and the Mammoth Mountain Ski Area.
- Determine capital projects to pursue to achieve transit goals. For instance, what is the best strategy for bus replacement? What facilities (such as bus stop improvements or a maintenance facility) will be warranted in the future?
- Find Strategies that will improve bus driver retention.
- Evaluate the effectiveness and efficiency of the vehicle maintenance program, both currently, and considering the acquisition of electric vehicles.

1.1 Project Initiation

Establish regular reporting of project progress and challenges. Establish procedures and expectations for the grant and project.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.1.1: Caltrans Kick-off Meeting

ESTA will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting,

and all other relevant project information. Meeting summary will be documented.

Responsible Party: ESTA

Task 1.1.2: Write RFP for Consultant Services

Complete an RFP process for selection of a consultant using the proper agency procurement procedures.

Responsible Party: ESTA

Task 1.1.3: Procure Consultant

Interview and select project consultant.

Responsible Party: ESTA

Task #	Deliverables
1.1.1	Establish Invoicing and Quarterly Reporting. Meeting Notes.
1.1.2	Consultant RFP.
1.1.3	Executed Consultant Contract.

1.2.0 Review of Existing Conditions (SRTP and CHSP Specific)

The purpose of this task is to establish the existing conditions for transit services in the ESTA service area. It will be important to review existing plans and documents relating to transit; review demographic and economic conditions; and conduct a thorough evaluation of the current operations and management of the transit system.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.2.1: Review Transit Planning Documents

The Consultant will review transit planning documents and provide a brief summary of how each relates to the current project. At a minimum, the Consultant will review Regional Transportation Plans, the Transportation Improvement Program, California Transportation Plan, the most recent SRTP (2015), the 2014 Coordinated Public Transit – Human Services Transportation Plan, the Caltrans Regional Transit Plan and any documentation regarding Caltrans’ ongoing statewide rural Coordination Plan. The Consultant will also contact Mammoth Lakes Tourism (regarding Bishop Airport Commercialization), Washoe RTC, Kern Regional Transit, YARTS (just completed their SRTP), Ridgerunner Transit, Greyhound, and any other

connecting transit system staff to review and obtain any documents regarding transit plans impacting ESTA's service area.

Responsible Party: Consultant

Task 1.2.2: Evaluate Study Area Characteristics

A key basis of any transit plan is a thorough understanding of demographic characteristics and trends of the study area. This task will provide a demographic analysis of ESTA service area from the perspective of transit factors. Census data, American Community Survey data, social service agencies, and state agencies will be used to obtain existing and projected information about:

- General population
- Seniors (Age 65 to 74, 75 to 84 and 85 and above)
- Youth (Age 5 to 17)
- Disabled
- Automobile availability
- Low Income

Data will be provided for current demographics, and projections for demographic changes over the next twenty-five years will be evaluated. In addition, current and forecast future development patterns in the ESTA service area will be evaluated. The location of important transit trip generators, such as major employers, shopping areas, schools and elderly/disabled program centers will be identified and their characteristics assessed. Land use patterns, such as the location of multifamily housing areas, will be considered. ESTA, MCLTC, and ICLTC staff will be contacted to generate a clear picture of development trends in the ESTA service area and their impact on the long-term demand for transit service.

Evaluate commute patterns for cities and towns along the Highway 395 and Highway 6 corridors. Collect and analyze the US Census Longitudinal Employer Household Dataset for both counties, by census place. This will be evaluated to identify overall existing commute patterns. Employment forecasts for each of the jurisdictions will be obtained and used to identify future changes in commuting patterns.

This task will also include the development of a summary of existing human service programs within the ESTA service area. While a full list will be developed with ESTA staff, our intention is to include the following:

- Senior service organizations
- Health and welfare organizations
- Area Agency on Aging
- Developmental disability organizations
- Tribal organizations
- School districts
- Vocational rehabilitation centers
- Community Action Programs
- Jobs training sites

- Healthcare facilities

For each organization, inventory current program sites, activities conducted at each site and estimated daily attendance/visitation. Transportation needs to and from each site should be discussed with organization representations. The goal of this sub-task will be to provide a summary of all mobility services in the ESTA service area, as a basis to identify potential gaps in service and opportunities to provide cost savings or service enhancements.

Responsible Party: Consultant

Task 1.2.3: Review of Transit Operations and Existing Transportation Services

The purpose of this task is to ensure the Consultant has extensive knowledge and familiarity with the ESTA transit system and all transportation services available in the area in order to best identify needs and develop service alternatives. The service area includes Reno, NV and Lancaster, CA. The Study Team will review the service area and characteristics of all public and private operators in the area. The Consultant will work with providers to update any information lacking from reports to provide a complete inventory and understanding of all transportation services.

A profile of the current services will be prepared by the Consultant to include the following:

- Name of operation, location, and ownership
- Type of operation (fixed-route and demand responsive)
- Service area and clients served
- Hours/days of operation and level of service
- Routes and schedules
- Existing fare structure and transfer agreements
- Number of passengers and passenger-trips served
- Operator's equipment and facilities, including existing fleet
- Staff (number of drivers, other positions)
- Estimated annual operating costs
- Existing funding sources (particularly public sources)
- Fueling and maintenance arrangements

This information will be summarized in text and graphic form, including service maps. As a whole, this information will provide a valuable resource for the remainder of the study.

Responsible Party: Consultant

Task 1.2.4: Existing Transit Service Performance, Ridership, Fiscal and Peer Analysis

The Consultant will conduct an in-depth route-level analysis of the existing transit service performance and ridership. Through an analysis of ridership data and operating and financial statistics gathered in previous Tasks, the

Consultant will quantify the efficiency and effectiveness of existing services. In particular, the Consultant will identify the following:

- Current ridership trends (riders per hour and mile of service, by route or service type)
- Operating cost per revenue hour
- Farebox recovery ratio
- Average subsidy per passenger trip
- ADA compliance
- Dial-a-Ride reservation procedures
- 395 Route reservations procedures

The Consultant will then conduct a “peer analysis” of similar transit programs in the western U.S. An initial potential list of peers will first be developed, based on the following criteria:

- Total population
- Size of transit program, as measured by annual vehicle-hours
- Location relative to a large urban center
- Dependence on tourism

An initial list of potential peers will then be provided to ESTA staff for review and comment. After a final list of 5 to 7 peers are identified, the Consultant will collect available data regarding the span of service, service frequency, ridership, fleet size, annual operating vehicle-hours, annual operating costs (including cost per hour), annual fare revenues, and administrative staff to driver ratio (excluding maintenance staff, and including consultant services for general operating tasks). This data will be collected and summarized separately for fixed route and dial-a-ride services. The Consultant will prepare a discussion of the various peer systems and how ESTA’s transit program compares.

Responsible Party: Consultant

Task 1.2.5: Improving Driver Retention

A major business challenge for transit agencies is driver retention, and ESTA is no exception. The high cost of driver training, overtime, and lack of institutional experience takes a big fiscal and operational toll. This task is to identify strategies to improve retention. Items such as driver shifts, full time vs. part time ratio, shoulder season, marketing, work environment, wages, and benefits should be considered. Cost versus benefit analysis should be provided and costs such as retirement, OPEB, and benefits included.

Responsible Party: Consultant

Task 1.2.6: Evaluate Maintenance Program

ESTA contracts with the Town of Mammoth Lakes, Bishop Ford, and Britt’s Automotive in Bishop for most of its maintenance needs. The result is a need for a very high spare ratio, high costs, and service delivery challenges. This task is to evaluate ESTA’s maintenance program and consider coordination

opportunities with other entities, and potential development of inhouse maintenance. Provide information on the cost and benefit of transitioning to an electric fleet.

Responsible Party: Consultant

Task #	Deliverables
1.2.1	A summary of existing documents and their plan elements regarding impacts on ESTA transit services.
1.2.2	A comprehensive look at the study area characteristics, demographics and land use forecasts for the five-year time frame and a summary of existing human service programs.
1.2.3	A summary of transit services operating in the ESTA region.
1.2.4	A service map and performance analysis presenting the existing transit conditions. Separate summaries for fixed route and DAR services. Prepare a discussion of the various peer systems and how ESTA compares.
1.2.5	Driver retention report. Include cost vs. benefit analysis.
1.2.6	Maintenance Program report.

1.3.0 Public Outreach (SRTP and CHSP Specific)

Conducting Short-range/Coordinated Human Services Plans is an excellent opportunity to gain input from the community about transit and transit needs, as well as to give the community a greater understanding of the capabilities and limitations of their transit system. Under this task, there will be multiple approaches throughout the study to gain feedback from the community, and stakeholders in particular, about their understanding of transit, their concerns about transportation needs, and their response to potential alternatives. See Section 7 of this scope of work for guidance on workshop details.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.3.1: Conduct Stakeholder Meetings

Under this task, the Consultant will work with Caltrans and ESTA staff to identify transit stakeholders, including underrepresented populations. Stakeholder examples are the Paiute Tribe, the ESTA Board, LTC’s, The City of Bishop, The Town of Mammoth Lakes, United States Forest Service, National Park Service, Mammoth Mountain Ski Area, YARTS, IMACA, HHS, IMAH, Hospitals, SSTAC, and Caltrans. The consultant will conduct two Stakeholder meetings. One meeting will be conducted near the outset of the study to gather input on current transit conditions and needs, with a focus on the needs of social service programs. A second meeting will be held once the draft plan has been developed, for review and input. The Consultant will

prepare agendas for each meeting for the ESTA staff to send out. ESTA staff will determine the meeting locations and set meeting dates. The Consultant will provide summaries of meetings.

Responsible Party: Consultant

Task 1.3.2: Conduct Public Meetings

In addition to Stakeholder meetings, the Consultant will conduct at least three Public Meetings to gather input regarding the current transit program. At a minimum, one meeting will be conducted early in the study process. The purpose of the meetings will be to provide information on the Consultant’s findings regarding the effectiveness of current services, and discuss potential improvements and strategies. At ESTA’s direction, additional meetings may be held to present the findings of the existing services review, and to present/discuss potential alternatives and coordination strategies. The consultant will provide summaries of the meetings. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Responsible Party: Consultant

Task 1.3.3: Develop Goals/Objectives/Standards/Demand Analysis

Develop system goals, objectives and performance standards. Conduct an ongoing strategic planning workshop with the ESTA Board of Directors, the LTC’s, and ESTA staff. Consider the general role and direction of the agency over the next five years. This effort should evaluate and provide recommendations for the refinement of the current mission statement, goals, objectives, and performance standards to reflect the consensus of the Board.

Responsible Party: Consultant

Task #	Deliverables
1.3.1	Provide stakeholder meeting agendas. Provide meeting summaries.
1.3.2	Conduct at least three public meetings. Provide meeting summaries.
1.3.3	Present goals, objectives, and performance standards based on stakeholder input.

1.4.0 Security/Technology (S RTP Specific)

Under this task, the overall ESTA system will be evaluated for operating and facility security and technology needs.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.4.1: Assess existing and potential technology.

Address operations and planning technology with the goal of improving measurement, management, employee tracking, maintenance, payroll, reporting, customer service, driver radio communication, and grant writing. Other considerations are dispatch software, mobile ticketing, and data tracking.

Responsible Party: Consultant

Task 1.4.2: Assess existing and potential safety and security.

Items such as security video, cash handling, and driver safety should be considered. Consider the Mammoth Yard winter de-icing/chaining and the slip and fall risk, and the Utility position work environments.

Responsible Party: Consultant

Task #	Deliverables
1.4.1	Technology report.
1.4.2	Safety and Security report.

1.5.0 Transportation Needs Assessment (CHSP Specific)

Federal guidelines require an assessment of needs for residents with disabilities, older adults, and low-income individuals. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.5.1: Existing Coordination of Services

Identify current coordinated services.

Responsible Party: Consultant

Task 1.5.2: Potential Coordination Opportunities

Identify potential coordinated service opportunities.

Responsible Party: Consultant

Task 1.5.3: Major Barriers in Coordination

Identify barriers in coordination.

Responsible Party: Consultant

Task 1.5.4: Duplications of Services

Identify duplication of services.

Responsible Party: Consultant

Task 1.5.5: Gaps in Service

Identify gaps in service.

Responsible Party: Consultant

Task 1.5.6: Capital Needs

Identify capital needs for ESTA as a CTSA, and for each Human Services organization.

Responsible Party: Consultant

Task #	Deliverable
1.5.1-5.6	Report to include details of 1.5.1-5.6.

1.6.0 Alternatives Analysis (SRTP Specific)

Under this task, service, capital, management, and financial alternatives will be developed and evaluated.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.6.1: Service Alternatives

Recommend service alternatives based on feedback from the public outreach and study analysis. Consider all ESTA services including Route 395, all DAR, Mammoth Fixed Route, charters, Highway 6 in the Tri-Valley, Reds Meadow, Lakes Basin, Bishop Creek, Whitney Portal, Onion Valley, and other trailheads in Inyo County.

Responsible Party: Consultant

Task 1.6.2: Capital Alternatives

Evaluate key capital elements of the transit program serving Inyo and Mono Counties. Consider fleet improvements, bus stop improvements, vehicle disposal, ITS, and facilities.

Responsible Party: Consultant

Task 1.6.3: Management and Financial Alternatives, and Other Funding Sources

Determine modifications to performance standards and vehicle maintenance based on performance review, peer review, and Board input. Recommend fare alternatives based on information from fare structure of peer agencies. Identify other funding sources.

Responsible Party: Consultant

Task #	Deliverable
1.6.1	Service alternatives report.
1.6.2	Capital alternatives report.
1.6.3	Management and Financial alternatives, and other funding sources report.

1.7.0 Coordination Strategies (CHSP Specific)

This task is to define coordinated strategies intended to provide general guidance to the LTC's, ESTA, Human Service Agencies (HSA), and other local leaders. The primary goal is to provide background information and demonstrate the need for transportation services that can be used for the purpose of securing grant funding in service of the specific needs of the region. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.7.1: Evaluation Criteria

Determine the criteria for ranking the proposed strategies. Guide workshop participants to rank strategies according to the evaluation criteria.

Responsible Party: Consultant

Task 1.7.2: Coordinated Strategies

Determine coordination strategies from previous coordinated plan and updated to address current gaps in transportation for persons with disabilities, older adults and low-income individuals. List strategies in priority order based on the public workshops.

Responsible Party: Consultant

Task 1.7.3: Implementation Plan

Establish priorities based on resources, time, and feasibility for implementing specific strategies and/or activities identified. Overall, the coordinated strategies are intended to spur creative use of existing resources and cost-effective procurement of additional resources to best meet the mobility needs of older adults, low-income individuals, and persons with disabilities in Inyo and Mono Counties.

Responsible Party: Consultant

Task #	Deliverable
1.7.1	Defined evaluation criteria.
1.7.2	Prioritized coordinated strategies based on public input.
1.7.3	Prioritized coordinated strategies based on existing constraints.

1.8.0 Short Range Transit Plan (SRTP Specific)

Under this task will be the development of service, capital, management, financial, and implementation plans for the SRTP. The plans will guide the improvement of the public transit services in Inyo and Mono Counties over the next five years, within the constraints of realistic funding projections. This task should present the individual plan elements based on substantial discussions presented in previous scope of work sections and plan elements.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.8.1: Service Plan

Recommend service enhancements based on previous study section results.

Responsible Party: Consultant

Task 1.8.2: Capital Improvements Plan

Transit services require ongoing capital investment in facilities and rolling stock. Capital investments in both vehicles and passenger facilities can attract additional riders, while improving the quality of service and safety/security of existing riders. In addition, new advancements in communications technologies can significantly benefit public transit programs. Address how fleet electrification will affect ESTA, and what the financial impact might be.

Recommend service enhancements based on previous study section results.

Responsible Party: Consultant

Task 1.8.3: Management Plan

List the revised goals, objectives and standards resulting from the stakeholder and public outreach. These revisions should be more in line with current operating conditions, while still providing appropriate incentives to improve services.

Responsible Party: Consultant

Task 1.8.4: Financial Plan

The capital and service improvement recommendations are planned to be funded through a combination of fare revenues, state/federal grants, and local and private funding. This sub-task should consider:

- Forecasting of annual operating and administrative costs.
- Forecasting long term liabilities such as retirement and OPEB.
- Estimated ridership.
- Estimated farebox revenues.
- Estimation of the capital cost for vehicles, passenger amenities, operations, and administrative facilities (including the proposed new Bishop facility).
- Identify operating funding sources.
- Identify capital funding sources.

Responsible Party: Consultant

Task 1.8.5: Implementation Plan

Recommend a five-year implementation plan including operating and capital investments. List the recommendations by fiscal year.

Responsible Party: Consultant

Task #	Deliverable
1.8.1	Service enhancement plan report.
1.8.2	Capital improvements plan report.
1.8.3	Management plan report.
1.8.4	Financial plan report.
1.8.5	Implementation plan report.

1.9.0 Draft SRTP and CHSP Review/Acceptance

This task is intended to present a draft plan for the ESTA Board, ESTA staff, and LTC staff for review, comment, and direction.

Task 1.9.1: Draft SRTP and CHSP Review

Present SRTP and CHSP findings and recommendations to the Eastern Sierra Transit’s Board of Directors, ESTA staff, and LTC staff.

Responsible Party: Consultant

Task 1.9.2: CHSP Adoption

Based on the comments received, prepare the final CHSP for adoption by the Eastern Sierra Board of Directors.

Responsible Party: Consultant

Task 1.9.3: SRTP Adoption

Based on the comments received, prepare the final SRTP for adoption by the Eastern Sierra Board of Directors.

Responsible Party: Consultant

Task #	Deliverable
1.9.1	Present draft SRTP and CHSP for review.
1.9.2	Present final CHSP for adoption.
1.9.3	Present final SRTP for adoption.

1.10.0 Fiscal Management

This task is intended to establish fiscal responsibility for invoicing and reporting of project progress.

Task 1.10.1: Invoicing

Submit complete invoice packages to Caltrans district staff based on milestone completion-at least quarterly, but no more frequently than monthly.

Responsible Party: ESTA

Task 1.10.2: Quarterly Reports

Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.

Responsible Party: ESTA

Task #	Deliverable
1.10.1	Invoices to Caltrans.
1.10.2	Quarterly Reports to Caltrans.

In the event of any inconsistency between the Scope of Work and other terms and conditions of this Agreement, the Scope of Work shall control. ESTA reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement.

All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

2) PROJECT TIMETABLE

Consultant shall complete the work in accordance with the following general timetable. As the project progresses, ESTA may provide more specific dates within the general timetable:

		Project Timeline																							
Task Number	Task	Fiscal Year 2020/21						Fiscal Year 2021/22						Fiscal Year 2022/23											
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
1.0	Project Initiation																								
1.1	Caltrans Kick-off Meeting																								
1.2	Write RFP for Consultant Services																								
1.3	Interview and Hire Consultant																								
2.0	Review of Existing Conditions (SRTP and CHSP Specific)																								
2.1	Review Transit Planning Documents																								
2.2	Evaluate Study Area Characteristics																								
2.3	Review of Transit Operations and Existing Transportation Services																								
2.4	Existing Transit Services Performance, Ridership, Fiscal, and Peer Analysis																								
2.5	Improving Driver Retention																								
2.6	Evaluate Maintenance Program																								
3.0	Public Outreach (SRTP and CHSP Specific)																								
3.1	Conduct Stakeholder Meetings																								
3.2	Conduct Public Meetings																								
3.3	Develop Goals, Objectives, Standards, Demand Analysis																								
4.0	Security/Technology (SRTP Specific)																								
4.1	Assess Existing and Potential Technology																								
4.2	Assess Existing and Potential Security																								
5.0	Transportation Needs Assessment (CHSP Specific)																								
5.1	Existing Coordination Services																								
5.2	Potential Coordination Services																								
5.3	Major Barriers in Coordination																								
5.4	Duplication of Services																								
5.5	Gaps in Service																								
5.6	Capital Needs																								
6.0	Alternatives Analysis (SRTP Specific)																								
6.1	Service Alternatives																								
6.2	Capital Alternatives																								
6.3	Management and Financial Alternatives, and Other Funding Sources																								
7.0	Coordination Strategies (CHSP Specific)																								
7.1	Evaluation Criteria																								
7.2	Coordinated Strategies																								
7.3	Implementation Plan																								
8.0	Short Range Transit Plan (SRTP Specific)																								
8.1	Service Plan																								
8.2	Capital Improvements Plan																								
8.3	Management Plan																								
8.4	Financial Plan																								
8.5	Implementation Plan																								
9.0	Draft SRTP and CHSP Review & Acceptance																								
9.1	Draft SRTP Review																								
9.2	CHSP Adoption																								
9.3	SRTP Adoption																								
10.0	Fiscal Management																								
10.1	Invoicing																								
10.2	Quarterly Reports																								

A. Presentations

Presentations to the ESTA will be required. The meetings will occur at to-be-determined dates. Time is of the essence in this Agreement.

B. Delays

Consultants shall notify ESTA in writing of any potential delay or interruption in the performance of all or any part of the work of this contract. If the work of this contract is interrupted by instances of unavoidable delay(s), informal negotiations between the parties to this contract will be used to adjust the delivery or performance dates of any work products or any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by the fault or negligence of the Consultant, or for which an adjustment is provided or excluded under any other term or condition of this contract.

3) TERM OF AGREEMENT

The term of the Agreement shall be from DATE to DATE, subject to the rights of termination as set forth in Sections 6 and 7 of this Agreement.

4) COMPENSATION AND METHOD OF PAYMENT

A. Cost Ceiling

1. For services performed under this Agreement for the referenced fiscal years, ESTA agrees to pay, and Consultant agrees to accept, as payment in full, the following professional fees:

Not to exceed \$XXX,XXX (Federal Transit Administration, Section 5304 – Sustainable Communities Transit Funds)

In no instance shall ESTA be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

B. Compensation

1. Professional fees shall be billed on a monthly basis for all services rendered and in accordance with the Scope of Work and Project Budget.

- a. The hourly rate must be billed at the rate shown in the Project Budget Exhibit "A". Increases to the hourly rate are not allowed.
 - b. Changes to staff must be approved by ESTA prior to beginning work on the project.
2. Consultant will not charge for travel, phone, copying or other out-of-pocket expenses incurred with this engagement unless specified in the project budget dated DATE ("Project Budget/Rates of Compensation"), attached hereto and incorporated herein as Exhibit "A." Backup documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.
 - a. Travel and subsistence (per diem) expenses of Consultant and Subcontractors claimed for reimbursement using funds administered through this agreement shall not exceed rates authorized to be paid to non-state employees under current State of California Department of Human Resources (Cal HR) rates or Caltrans Division of Accounting Travel Guide (www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm).
3. ESTA shall pay for services only after receipt and approval of complete invoices indicating work performed and time spent. The consideration to be paid to Consultant, as provided in this Agreement, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

C. Cost Principles

1. Consultant agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.
2. Consultant agrees that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. Every Consultant receiving Project funds as a contractor, subcontractor, or sub-grantee under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are subject to repayment by Consultant to ESTA. Disallowed costs must be reimbursed to ESTA within sixty (60) days unless ESTA approves in writing an alternative repayment plan.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this subsection 4(C) above.

D. Indirect Cost Rate (ICR)

1. Prior to Consultant seeking reimbursement of indirect costs, Consultant must prepare an indirect cost rate (ICR) proposal in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Contract Cost Principles and Procedures.
2. Material audit adjustments will require reimbursement to ESTA and STATE if proposals are later found to have included costs that are unallowable as specified by law or regulation.

E. Retention

ESTA shall retain ten percent (10%) of the total contract amount until successful completion of the contract and project scope and the acceptance by ESTA of all final deliverables.

5) RECORD RETENTION/AUDITS

1. Consultant shall maintain all source documents, books and records connected with project for a minimum of three (3) years from the date of final grant payment to ESTA or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by ESTA upon request at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.
2. Consultants and Subconsultants shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
3. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of ESTA contracts and/or agreements with third parties, Consultants and Subconsultants shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the three (3) years from the date of final grant payment to ESTA or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements

for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

6) TERMINATION FOR CONVENIENCE OF ESTA

ESTA may terminate the whole or any part of this Agreement for the convenience of ESTA and without cause at any time by giving a minimum of ten (10) days written notice to Consultant of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, collected data, and other materials shall, at the option of ESTA, become its property. If this Agreement is terminated by ESTA for convenience, Consultant shall be paid an amount for satisfactory services actually performed to the date of termination based upon an invoice provided by Consultant pursuant to Section 4 above.

7) TERMINATION OF AGREEMENT FOR CAUSE

- A. ESTA may, by written notice to Consultant, terminate the whole or any part of this Agreement for cause, including but not limited to any of the following:
 - 1. If Consultant fails to perform the services called for by this Agreement within the time(s) specified herein or any extension thereof; or
 - 2. If Consultant fails to perform the services called for by this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, or;
 - 4. Consultant fails to maintain adequate staff to perform the services required under this agreement, or is dissolved or is under investigation for accounting irregularities by a local, state or federal regulatory body.
- B. In the event ESTA terminates this Agreement in whole or in part as provided in this Section 7, ESTA may deny payment to Consultant or request reimbursement from Consultant for payments made and may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
- C. If ESTA issues a notice of termination under this Section 7:

1. Consultant shall immediately cease rendering services pursuant to this Agreement.
2. Consultant shall deliver to ESTA copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, computer files and records, drawings, blueprints, printing, photocopies, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

8) FORCE MAJEURE

Neither ESTA nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather, or any similar cause beyond the reasonable control of ESTA or Consultant.

9) INTEREST OF OFFICIALS AND CONSULTANT

- A. No officer, member, or employee of ESTA, or other public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
 1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he has, directly or indirectly, any interest, or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefits to arise here from.

- C. Consultant hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ESTA's interest. Consultant shall immediately notify ESTA of any and all potential violations of this Section upon becoming aware of the potential violation. Consultant shall file Statement of Economic Interest Form 700.

10) COVENANT AGAINST CONTINGENT FEES

Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, ESTA shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11) SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. Consultant shall not assign, delegate, or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of ESTA.

12) CONSULTANTS AND SUBCONTRACTORS

- A. Consultant shall not subcontract any portion of the work without the prior express written authorization of ESTA. If ESTA consents to a subcontract, Consultant shall be fully responsible for all work performed by the subcontractor.
1. ESTA reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

2. Any contract or sub-contract shall require the Consultant and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, and *Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments*.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit ESTA and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 29, Disadvantaged Business Enterprise Participation.

13) INDEPENDENT CONTRACTOR

In the performance of these services herein provided for, Consultant, including Consultant's employees and agents, shall act as and be an independent contractor and not an agent or employee of ESTA. Consultant, its employees, agents, and sub-Consultants, shall have no power to bind or commit ESTA to any decision or course of action, and shall not represent to any person or entity that they have such power. Consultant has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of said services hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

14) INSURANCE

Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-

owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time. Policies may be redacted to protect confidential information.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Except as to the professional liability policy, coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact

business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required).

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, and employees shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies, but shall not apply to any professional liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

15) DISPUTE: GOVERNING LAW AND FORUM

Any dispute not resolved by informal negotiation between the parties to this contract shall be adjudicated in the Superior Court of Mono County. This Agreement shall be administered and interpreted under the laws of the State of California.

16) SPECIFICATIONS

- A. All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are deemed to be the issue in effect as of the date of this Agreement and are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment of the Agreement modified in writing to incorporate such changes.
- B. All tasks hereunder are to be performed on a "best effort" basis with the full completion of all tasks as the goal which Consultant shall seek, with all due diligence, to attain. Any changes to tasks hereunder shall be mutually agreed to and include provisions for resulting schedule and cost adjustments.

17) PUBLICATIONS

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this Agreement, shall be made available to any individual or organization by Consultant without the prior written approval of ESTA.
- B. Any and all reports published by Consultant pursuant to this Agreement shall acknowledge that it was prepared in cooperation with ESTA.
- C. Articles, reports, or works reporting on the work provided for herein or on portions thereof which are published by Consultant shall contain in the forward, preface, or footnote, the following statement:

"The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of ESTA. This report does not constitute a standard, specification, or regulation."

18) HEADINGS

The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

19) CONVICT LABOR

In connection with the performance of work under this Agreement, Consultant agrees not to employ any person undergoing sentence of imprisonment.

20) INDEMNIFICATION

Consultant specifically agrees to indemnify, defend, and hold harmless ESTA, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Consultant shall pay all costs and expenses that may be incurred by ESTA in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

21) OWNERSHIP OF DOCUMENTS; PERMISSION

- A. Consultant agrees that all work products, including, but not limited to, original documents, methodological explanations, computer programs, drawings, designs, reports and other written materials generated in the performance of this Agreement shall belong to and become the sole property of ESTA; provided that Consultant may retain file copies of said work products. The creation of additional copies of work products, not otherwise provided for herein, shall be the responsibility of ESTA.
- B. Consultant represents and warrants that all materials used in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either produced and owned by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant and ESTA is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise

specifically provided in this Agreement. Consultant shall defend, indemnify, and hold harmless ESTA and its directors, officers, employees, and agents, from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

- C. If Consultant is permitted copy rights, the Federal Highway Administration, Caltrans, and ESTA shall have the royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, all work products generated in the performance of this Agreement for government purposes.

22) NOTICES

- A. Notices shall be sufficient hereunder if personally delivered to ESTA or Consultant or if sent by the United States Postal Service postage prepaid, addressed as follows:

Phil Moores, Executive Director
Eastern Sierra Transit Authority
703B Airport Road
Bishop, CA 93514
Phone: (760) 872-1901
E-mail: pmoores@estransit.com

Contractor

- B. Nothing herein above shall prevent either ESTA or Consultant from personally delivering any such notices to the other.

23) WAIVERS

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of ESTA to enforce at any time the provisions of this Agreement or to require at any time performance by the Consultant of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of ESTA to enforce these provisions.

24) LITIGATION

Consultant shall notify ESTA immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or ESTA, and shall take such action with respect to the claim or action

as is consistent with the terms of this Agreement and the interests of ESTA.

25) NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

26) AMERICANS WITH DISABILITIES ACT (ADA) of 1990

By signing this Agreement, Consultant assures ESTA that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability. Consultant also assures ESTA that it complies with the U.S. DOT implementing regulations 49 CFR parts 27, 37 and 38, as well as all applicable regulations and guidelines issued pursuant to the ADA.

27) COMPLIANCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

- A. It is ESTA's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. ESTA does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. ESTA prohibits discrimination by its employees, contractors and consultants.
- B. Consultant assures ESTA that it complies with, and that Consultant will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the

termination of this Agreement or such other remedy as ESTA may deem appropriate.

1. Consultant and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
2. Consultant and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
3. Consultant and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Consultant and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

4. Consultant will include the non-discrimination and equal employment opportunity provisions of this section (provisions B.1 through B.3 above) in all contracts to perform work funded under this Agreement.

28) DRUG-FREE CERTIFICATION

By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The person's or the organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee of Consultant who works under this Agreement shall:
 1. Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
 2. Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

29) UNION ORGANIZING

By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- A. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance,

promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

- B. Consultant will not meet with employees or supervisors on ESTA or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

30) POLITICAL REFORM ACT COMPLIANCE

Consultant is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by ESTA, as provided for in the Conflict of Interest Code for ESTA, shall promptly file economic disclosure statements for the disclosure categories determined by ESTA, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

31) SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

32) INTEGRATION AND MODIFICATIONS

This Agreement represents the entire understanding of ESTA and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by ESTA and Consultant.

33) PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

34) ASSIGNMENT

The contract will require the successful proposer to agree that by execution of the contract, or any subcontract awarded by the successful proposer, that proposer or any subcontractor offers and agrees to assign and thereby will assign to ESTA all rights, title, and interest in and to all causes of action such proposer or subcontractor may have under section 4 of the Clayton Act (15 USC section 15) or under the Cartright Act (Chapter 2 or Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, services, or materials pursuant to this contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

35) COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to ESTA that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by ESTA. ESTA is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

36) CAMPAIGN CONTRIBUTION DISCLOSURE

Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "C."

37) COSTS AND ATTORNEYS' FEES

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

38) AUTHORITY

Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

39) COUNTERPARTS

This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

40) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES

Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- B. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal,

state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- C. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- D. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- E. Consultant shall complete the Debarment Certification Form, attached hereto as Exhibit D.

41) PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. Consultant certifies, to the best of his or her knowledge or belief, that:
 - 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

42) CERTIFICATES AND ASSURANCES

- A. Consultant shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and its successors thereto. This certification is provided annually by FHWA and FTA. It may include but is not limited to:
 - I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 - II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
 - III. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

- VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- B. If project is funded with Federal Transit Assistance funds, Consultant shall comply with the "Certifications and Assurances for FTA Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in ESTA's OWP.

The 2013 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives
 2. Standard Assurances
 3. Intergovernmental Review Assurance
 4. Suspension and Debarment Certification
 5. U.S. Office of Management and Budget Assurances in SF-424B and SF-424D
- C. Consultant shall require its Subconsultant(s) to comply with these Certifications, and agrees to furnish documentation to ESTA to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

43) DISADVANTAGED BUSINESS ENTERPRISE (DBEs) PARTICIPATION

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. In any event, Consultant shall complete the DBE Information Form attached to this Agreement as Exhibit "E" so that ESTA may compile statistics for federal reporting purposes.

- A. Non-Discrimination: Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ESTA may deem appropriate. Each subcontract signed by Consultant in the performance of this Agreement must include this nondiscrimination clause.

- B. Prompt Progress Payments to DBE and Non-DBE Subcontractors: A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- C. Prompt Payment of Withheld Funds to Subcontractors: The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving

payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by ESTA. If ESTA makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- D. Records: Consultant shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to ESTA.

- E. Termination of a DBE: In conformance with 49 CFR Section 26.53:
 - 1. Consultant shall not terminate a listed DBE subcontractor unless Consultant has received prior written authorization from ESTA's Project Manager. ESTA's Project Manager will authorize termination only if the Project Manager determines that Consultant has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

 - 2. Prior to requesting ESTA's authorization to terminate and/or substitute a DBE subcontractor, Consultant shall give notice in writing to the DBE subcontractor, with a copy to ESTA, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five

days to respond to the Consultant's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why ESTA should not approve the Consultant's action. ESTA may, in instances of public necessity, approve a response period shorter than five days.

3. If a DBE subcontractor is terminated or fails to complete its work for any reason, Consultant shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- F. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Consultant in writing with the date of certification. Consultant shall then provide to the Project Manager of ESTA written documentation indicating the DBE's existing certification status.
- G. Noncompliance by Consultant. Consultant's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ESTA may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

44) NON-DISCRIMINATION CLAUSE

- A. In the performance of work undertaken pursuant to this agreement, Contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- B. Contractors and subcontractors shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ESTA shall comply, and ensure that its contractors and subcontractors shall comply, with the provisions of the Fair Employment and Housing

Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

- C. Contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- D. Contractors and subcontractors shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this agreement by this reference.
- E. Contractors and subcontractors will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Section 44.

45) ESTA CONTRACT ADMINISTRATOR

Phil Moores, Executive Director
Eastern Sierra Transit Authority
703B Airport Road
Bishop, CA 93514
Phone: (760) 872-1901
E-mail: pmoores@estransit.com

46) FINAL PRODUCT

Consultant will provide six hard copies and six electronic copies (on compact discs) of the final product to ESTA. Final product must be consistent with deliverables identified in the approved scope of work. The final product is funded through the Federal Transit Administration, Section 5304 – Sustainable Communities Transit grant program. Therefore, the final product shall credit the Federal Transit Administration’s financial participation on the cover or title page.

47) CONTRACT CLOSEOUT

Consultant must complete all work, submit all copies of the final product, all deliverable(s) no later than DATE. Time extensions are not allowed as grant funds lapse after DATE. Final invoice must be submitted to ESTA by DATE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

Eastern Sierra Transit Authority

Consultant

Phil Moores
Executive Director

Consultant
Principal

Date: _____

Date: _____

EXHIBIT A

Project Budget/Cost Proposal

EXHIBIT B
INVOICING AND ALLOWABLE CHARGES

This project is funded by a federal program subject to review by Caltrans Audits and Investigations. The following are important items to note in this contract regarding invoicing and allowable charges:

- Section 4 B Compensation: Hourly Rates must be billed as shown on Exhibit "A" Project Budget. The rates will remain constant for the term of the contract.
- Section 4 B Compensation: Changes to staff assigned must be approved prior to the employee starting work on the project.
- The hourly rate for new staff assigned to the project must be consistent with the Exhibit "A" billing rates.
- Section 4 B Compensation: Documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.
- Section 4 B Compensation: Travel expenses must not exceed the rates in the Caltrans Division of Accounting Travel Guide.
 - Mileage will be reimbursed at the IRS approved rate.
 - Travel by any means other than privately owned or company vehicle (i.e. Lyft, Uber, Zipcar, Rental, taxi) must be pre-approved.
 - **Meals will be reimbursed based on the following:**
 - All meals must have a detailed receipt
 - Breakfast – Actual expense up to \$7 only if travel begins at or before 6:00 am
 - Lunch – Actual expense up to \$11 only if travel begins at or before 11:00 am
 - Lunch is not reimbursable on trips less than 24 hours
 - Dinner - Actual expense up to \$23 only if trip begins at or before 5:00 pm
 - No alcoholic beverages allowed
- Section 4 E Retention: Ten percent (10%) retention will be withheld from every invoice until project completion.
- Markup on subconsultant invoices is not allowed.

Authorized Signature for Consultant

EXHIBIT C
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current Board Directors of the ESTA:

List Board
members here

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any ESTA Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any ESTA Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude ESTA from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts

(other than competitively bid, labor, or personal employment contracts), and all franchises.

- (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.
- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a

party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

EXHIBIT D

DEBARMENT CERTIFICATION FORM

The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Consultant further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20

By _____
Authorized Signature for Consultant

Printed Name and Title

Consultant Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT E

CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's _____	24. Date _____	15. Preparer's Signature _____	16. Date _____
25. Local Agency _____	26. Phone _____	17. Preparer's _____	18. Phone _____
27. Local Agency Representative's Title _____		19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT F

**Prompt Payment Certification
Federal-Aid Projects**

In accordance with the requirements of the prompt payment clause under Sections 33 and 42 B and C, submit this certification form to the Eastern Sierra Transit Authority (ESTA) within 30 days after receiving payments from ESTA. The ESTA may withhold payments or suspend work for failure to submit this form or provide prompt payment in accordance with the contract.

Date of Payment to Consultant Due to ESTA	Prompt Payment Certification
--	------------------------------

Certification

"I certify that to the best of my knowledge and with the exception of those subcontractors listed below, all subcontractors have been paid in accordance with the contract, 10 days after receiving payment for the work performed by the subcontractor."

Consultant/Prime Contractor	Project
-----------------------------	---------

Signature

Date

Printed Name

The following subcontractors have not been paid for reasons listed:

Name of Subcontractor	*Reason for Non-Payment

*Only reasons based on dispute of subcontractor noncompliance may be accepted.

Return this form by mail or email to:

Phil Moores, Executive Director
Eastern Sierra Transit Authority
703B Airport Road
Bishop, CA 93514
Phone: (760) 872-1901
E-mail: pmoores@estransit.com

10.0 Insurance Requirements

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time. Policies may be redacted to protect confidential information.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Except as to the professional liability policy, coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required).

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, and employees shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies, but shall not apply to any professional liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

11.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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 0.0 percent (0.0%).

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).

New Requirement effective February 28, 2011: The bidder/proposer awarded the Agreement shall complete and submit [ADM-3069](#), Disadvantaged Business Enterprises Utilization Report with each invoice as required in the Proposed form of Agreement's Exhibit D, Budget Detail and Payment Provisions, and Special Terms and Conditions.

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

It is the bidder's responsibility to verify DBE certifications.

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.

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 (OBEO) web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the blue DBE Search Click Here button
 - 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.

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

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.
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.

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.

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.

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.

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.

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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

PART A – CONTRACTORS INFORMATION (Refer to Instructions on Page 2 of this form. Bidder/Proposer shall ensure all information provided is complete and

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 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 (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 Materiel Supplied	(5) DBE or CUCP 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 Civil Rights, Office of Business and Economic Opportunity):

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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

ADM-0227f (Rev. 06/2012) Page 2 of 2

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	4 = Asian-Pacific American	7 = Woman
2 = Hispanic American	5 = Subcontinent Asian American	8 = Other
3 = Native American	6 = Caucasian	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 %
B Jane Prime Inc., 1234 Jane's Street, Jane's City, CA.	(xxx) 000-1111	0	Project management	XXXXXXXXX	7, 5	48,000	48%	
2B Joe Subcontractor Inc., 4567 Joe's Street, Joe's City.	(xxx) 111-0000	1	Design, surveys, environmental testing	0000000000000	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier's City, CA, 45670	(111) xxx-0001	2	Survey instruments, testing materials	11111111111111	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

CONTRACTOR'S NAME _____ RFP OR RFQ NUMBER _____

BIDDER/PROPOSER INSTRUCTIONS: Submittal of only the Disadvantaged Business Enterprise (DBE) Information/Participation form, ADM-0227f, and documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposers proving goal attainment shall submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the goal was not met. Examples of disqualification are limited to: 1) A DBE subcontractor was not certified by Caltrans or a state or local participating agency that has a reciprocal agreement with Caltrans, by the time; or 2) Bidder/proposer made a mathematical error resulting in failure to meet the goal. Bidder/Proposer must make an adequate GFE to be responsible for the determination of a GFE when no contract goals have been attained or when only partial goal(s) have been attained, bidders/proposers shall complete the Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312f, and submit the requested information below with its bid. **Bidder/Proposer is responsible to: (1) ensure information is complete and accurate, and (2) verify DBE certifications.**

1. ADVERTISEMENT DOCUMENTATION

List 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 published. Attach a copy of the advertisement or proof of publication.

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

DBE DOCUMENTATION

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

Check the appropriate box: IFB RFP RFQ

SOLICITATION

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

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

CONTRACTOR'S NAME	RFQ OR RFQ NUMBER
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2. DBE DOCUMENTATION (Continued)

SOLICITATION

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

3. 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 Bidder/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

CONTRACTOR'S NAME	RFP OR RFQ NUMBER
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4. 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 discussions and negotiations with each, 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 A SUMMARY OF DISCUSSION

5. 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 specifications for DBEs.

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

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CONTRACTOR'S NAME	RFQ OR RFQ NUMBER
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6. ASSISTANCE TO DBEs – Equipment/Materials, etc.

Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment that are purchased or leased from the prime contractor or its affiliate.

7. 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 contacted, in contacting, recruiting, 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

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 9581

12.0 Lobbying

49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, and Cooperative Agreements

(To be submitted with each bid/proposal exceeding \$100,000.00)

The undersigned (BIDDER/PROPOSER) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any TA, 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 and 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The BIDDER/PROPOSER, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date

Approved by OMB No. 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: _____ year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency: Congressional District, <i>If known:</i>	7. Federal Program Name/Description: Congressional District, <i>If known:</i>	
8. Federal Action Number, If known:	CFDA Number, <i>if applicable:</i>	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	9. Award Amount, If known: \$ _____ b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection.	_____ _____ Signature: _____ Print Name: _____ Title: _____	
Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Telephone No.: _____ Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number

assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

