

**A REQUEST FOR PROPOSALS  
FOR THE SHARED AUTONOMOUS VEHICLE PROJECT**



**LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY  
1362 RUTAN COURT; SUITE 100  
LIVERMORE, CA 94551**

RFP # 2019-05  
**March 11, 2019**

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# 1 Instructions for Proposers

## 1.1 LAVTA Overview

The Livermore Amador Valley Transit Authority (LAVTA) was formed in May of 1985 under the provisions of the California Joint Exercise of Powers Act, Government Code Sections 6500, etc. seq., and represents the Cities of Dublin, Livermore, Pleasanton, as well as unincorporated portions of the eastern Alameda County.

LAVTA is governed by a seven member board of directors composed of two elected officials from each city's City Council, and one member appointed by the Alameda County Board of Supervisors. LAVTA is responsible for providing public transit service within a service area of approximately 40 square miles. LAVTA operates fixed route bus service (WHEELS), inter-regional express bus service, and Paratransit service (Dial-a-Ride) for persons with disabilities. At present, LAVTA's service fleet consists of 75 fixed route/express buses.

LAVTA has become a pioneer in the field of innovated transportation solutions. These projects include our GoDublin partnership with TNCs, ParaTaxi Reimbursement program, and our Shared Autonomous Vehicle Project (SAV Project or Project).

## 1.2 Request for Proposals

LAVTA seeks to retain a vendor to procure and maintain one SAV, to project manage and to operate the SAV during the testing period, and to operate the SAV in revenue service.

The goal of the testing period is to demonstrate that the SAV can safely operate in a multimodal environment and to access the safety and feasibility of implementing an SAV fleet in the TriValley.

## 1.3 Proposed Schedule of Events

Event	Scheduled Date
RFP Issued	March 11, 2019
Mandatory Pre-Proposal Meeting	March 20, 2019
Deadline for Requests for Clarification	March 22, 2019
Deadline for Proposal Submission	March 29, 2019
Presentations by Select Proposers	April 10, 2019
Contract Award	May 6, 2019

## 1.4 Mandatory Pre-Proposal Meeting

LAVTA will hold an optional Pre-Proposal Meeting on March 20, 2019 at 11:00 AM PST, for the purpose of responding to reasonable questions pertaining to the project and proposal content. All interested Proposers are required to attend. No other visits to the facility will be entertained. LAVTA will not be responsible for making available tape recordings of the Pre-Proposal Meeting. Any questions asked during the course of the Pre-Proposal Meeting will be responded to in a written addendum to the RFP and shall be available to all Proposers.

## 1.5 Agency Contact

LAVTA has designated Jonathan Steketee, Customer Service and Contract Compliance Manager, to be the Agency Point of Contact regarding this solicitation. As such, all correspondence, including sealed proposals, shall be directed to:

Jonathan Steketee  
Customer Service & Contract Compliance Manager  
Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
925-455-7550  
jsteketee@lavta.org

*Proposers shall not contact, lobby or communicate with any member of the Board of Directors, or employees, or agents of LAVTA, regarding the RFP or the selection process other than the Agency Contact person listed above.*

## 1.6 Verbal Agreement/Conversation

No prior, current, or post award verbal agreement(s) with any officer, agent or employee of LAVTA shall affect or modify any terms or obligations of this RFP or any contract resulting from this procurement.

## 1.7 Adherence to Proposal

The intent of this RFP is to encourage responses that clearly communicate the Proposer's understanding of the Scope of Work, and its approach to successfully provide the services required therein. The Proposals shall provide this information in a concise and well-organized manner. Proposals will follow the format outlined below, and shall submit any forms provided. Unacceptable conditions, limitations,

provisions, or failure to respond to specific instructions or information requested in this RFP, may result in rejection of the Proposal.

## 1.8 Questions and Requests for Clarification

Should the Proposer have questions concerning this RFP or require clarification of this RFP, the Proposer shall notify LAVTA in writing.

- (a) All questions and/or requests for clarification must be put in writing and must be received by LAVTA no later than on March 22, 2019 by 4:00 PM PST.
- (b) Request for clarification, questions and comments must be clearly labeled, "Written Questions." LAVTA is not responsible for failure to respond to a request that has not been labeled as such.
- (c) Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Livermore Amador Valley Transit Authority, 1362 Rutan Court, Suite 100, Livermore, CA 94551.
  - (2) Personal Courier: Jonathan Steketee, 1362 Rutan Court, Suite 100, Livermore, CA 94551.
  - (3) Facsimile: LAVTA's fax number is (925) 443-1375.
  - (4) E-Mail: [jsteketee@lavta.org](mailto:jsteketee@lavta.org)

## 1.9 Authority Responses & Addenda

Any changes to the Request for Proposals (RFP) requirements will be made by written Addenda. Written questions will be answered by LAVTA by written Addenda to the RFP. Addenda will be posted on LAVTA's website: [www.wheelsbus.com](http://www.wheelsbus.com) by April 9<sup>th</sup>, 2019. LAVTA reserves the right to postpone this deadline for its own convenience. Addenda will become a part of the proposal documents and binding on all eligible Proposers. All Proposers shall acknowledge receipt of addenda by signing the Addenda Receipt Form.

## 1.10 Proposal Submission Format

The RFP and related materials will be made available on the LAVTA web-site: [www.wheelsbus.com](http://www.wheelsbus.com). The RFP will be made available in PDF and Microsoft Word. Proposals must be received in LAVTA's Administrative Offices at or before March 29, 2019 at 2:00 PM PST. Proposals shall be submitted to the following:

LAVTA  
Attention: Jonathan Steketee  
1362 Rutan Drive; Suite 100  
Livermore, CA 94551

Each proposal must be submitted in a sealed package. Proposers shall submit one (1) original print, nine (9) additional print copies, and one (1) electronic copy, in a Microsoft Word, Excel or Adobe Acrobat format.

Any marketing materials that you would like to provide in connection with your proposal, such as brochures, white papers, etc., should be enclosed in the sealed Proposal Submission Package. Ten copies of each supplemental item should be included with the Proposal Submission.

Proposals not received by the designated date and time will not be considered for award and will be returned to the Proposer unopened. LAVTA will not accept responsibility for delayed or incomplete delivery of Proposals. All proposals should be clearly marked **Shared Autonomous Vehicle Project**, on the outside of the envelope. No facsimile or e-mail transmissions of proposals will be accepted.

Proposals will remain in effect for ninety (120) days from the designated date for receipt of proposals, unless mutually extended. The LAVTA Executive Director's signature, and only his signature, will constitute a binding award.

## **1.11 Examination of RFP Documents**

Prior to submission of a proposal, Proposers should closely review all terms and conditions of the RFP, as well as the Sample Contract. Any conflict with the terms and conditions contained therein, arising subsequent to Proposal Submission, shall not be accepted and will be waived.

By submission of a Proposal, the Proposer certifies that:

- The Proposer is familiar with all of the requirements of the general conditions, specifications and instructions contained in this RFP.
- The Proposer is familiar with all matters affecting the performance of the work, including all general and special laws, ordinances and regulations that may affect the work, its performance or those persons employed therein.

- The Proposer is in business and is fully qualified and skilled in the field of Shared Autonomous Vehicle operation, and is fully willing and able to satisfy the requirements of the contract at the Price Proposal rates, and any ward of contract is in reliance on such representations.

## **1.12 Acceptance of Proposals**

This RFP does not commit LAVTA to award a contract, to pay costs incurred in the preparation of a proposal, or to procure or contract for services. LAVTA reserves, at its sole discretion, the right to reject any and all proposals, accept all or part of a Proposer's Proposal, request changes to the Proposer's proposal, cancel all or part of this RFP, and waive any minor irregularities or informalities. LAVTA reserves the right to postpone proposal openings for its own convenience. LAVTA reserves the right to request additional information to clarify any proposal received in response to this RFP.

## **1.13 Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by Proposers, including the Selected Vendor, in:

- Preparing a Proposal in response to this RFP;
- Submitting a Proposal to LAVTA;
- Negotiations with LAVTA on any matter related to Proposals and
- Other expenses incurred by Proposers or Selected Vendor prior to date of award for any agreement.

Under no circumstance shall LAVTA be liable for any pre-contractual expenses incurred by any Proposer or Selected Vendor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP.

## **1.14 Required Information**

The following information must be in the proposal:

- Statement of firm's organizational structure, experience, history, legal status (i.e., partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers, and management philosophy.
- Clear indication, based on experience and ongoing projects, that the firm is prepared to enter into a Contract with LAVTA in accordance with the terms and



conditions set forth in this RFP, and bind the Contractor to the proposed Scope of Work and Price Proposal.

- Signed copies of all forms associated with this RFP.
- Detailed description of Proposer's ability to meet all required elements contained in the Scope of Work, including examples of prior experience where applicable. These requirements include:
  - Proposal should include a plan to reach Level 4 Autonomy or higher at the completion of this project as defined by the Society of Automotive Engineers (SAE). In addition, Proposer should include examples of previous experience with SAE, and SAV testing in which the firm reached Level 4 Autonomy or higher.
  - Proposer should provide any examples of previous experience with ADA and wheelchair accessibility.
  - The proposal should include a description of the formal safety programs the Proposer intends to implement, which will encourage safety in the operation and maintenance of shared autonomous vehicles, specifically how the Proposer plans to protect vulnerable road users when the SAV is in mixed traffic.
  - The Proposer should submit a description of practices used by the Proposer in handling routine incidents and accidents.
  - The Proposer should provide any relevant experience the Proposer has with SAVs, especially the EasyMile Generation 2.
  - The Proposer should explain their abilities to provide a fully electric SAV, with the ability to be charged without on route wireline infrastructure. Proposer should include examples of relevant previous experience.
  - Along with a detailed budget, Proposers should include a timeline for implementation, explaining in what time they can go from initial testing phases, to having passengers in service.
  - Proposer should include the names and resumes of all projected 'Project team' members in their proposal.
  - The Proposer should include any experience they have with Mobility as a Service (MaaS) technologies, and their abilities in creating a MaaS application for all in one travel planning, that may be applicable to LAVTA's larger Mobility Lab.
  - Proposer should provide a plan for providing a General Transit Feed Specification (GTFS) feed for the project, preferably adhering to the GTFS-Real Time (GTFS-RT) spec.
  - As future funding opportunities may become available to LAVTA and the project team, the Proposer should provide examples of experience in preparing and applying for grants, private/public partnerships, and contest applications.

- Detailed Price Proposal; including any associated costs for LAVTA staff training and customer service/support.

## 1.15 References

A list of contract services of similar nature (both current and former) that Proposer has provided during the preceding three (3) years (including the name of the agency, company or entity, contact person and phone number).

## 1.16 Federal Requirements

This project may be financed in part by funds from the Federal Transit Administration (FTA). Accordingly, federal requirements may apply to this contract, as specified in the Sample Contract included in this RFP. However, until such funds are secured and the parties agree to these requirements, the terms of the contract will not include the federal provisions.

## 1.17 Proposal Security

Each firm submitting a Proposal must enclose, with their Proposal, a security in the form of an irrevocable letter of credit or surety bond, addressed/payable to LAVTA in the amount of **\$10,000**, in a form acceptable to LAVTA, as a guaranty that the Proposer, if its proposal is accepted by LAVTA, will enter into and execute the awarded Contract. No Proposal will be accepted unless such a security is enclosed with the Proposal.

In this regard, the use of a surety bond or irrevocable letter of credit shall be submitted on LAVTA's approved form and will be subject to the condition that the surety or guarantor thereon be approved by LAVTA's Legal Counsel. A sample of LAVTA's Bid Bond has been included.

## 1.18 Insurance Certificate

An insurance certification for current Commercial General Liability Coverage, Automobile Liability Insurance, Worker's Compensation and Employer's Liability Insurance, Professional Liability Insurance, and Crime Insurance is required prior to the start of the new contract period.

## 1.19 Selection Process

### 1.19.1 Process Overview

Each Proposal shall be evaluated by a Selection Committee, convened by LAVTA. The Selection Committee will use the Selection Criteria, outlined below, as the basis of proposal evaluation. Particular attention will be given to each Proposal's discussion of the Required Information listed in Section 2 of the RFP.

In addition, selected Proposers will be invited to give a presentation to the Selection Committee. Both Proposal submission and Vendor Presentations may be used for evaluation.

LAVTA reserves the right to award the Contract to other than the lowest cost Proposal; allowing for a more responsive Proposal that addresses all of the Selection Criteria and best satisfies LAVTA's needs. The Selection Committee may consider criteria other than those noted below, as necessary, in the selection process. LAVTA may reject any or all Proposals submitted.

## 1.20 Select Vendor Presentations

Proposers may be required and shall be prepared to attend an interview with the Selection Committee. The Proposer's key management personnel must be available to answer questions, and discuss their approach to addressing the Scope of Work at the interview. LAVTA may choose, at its sole option, not to interview any or all Proposers.

## 1.21 Selection Criteria

The evaluation of proposals will be based on the following criteria:

1. *Responsiveness* to Required Information, as outlined in Section 1.14 of the RFP. . LAVTA may reject as nonresponsive any proposal not meeting the requirements of this.
2. *Completeness* of the Proposal submitted and compliance with terms and conditions of the RFP. Incomplete or vague proposals will be rejected.
3. *Cost* of providing the contractual services. Costs for the entire term of the Agreement, including any optional years, will be considered in the evaluation of the Proposal.
4. *Creative ideas* proposed to maximize safe and efficient operation, innovate transportation, or enhance the current project or future projects.

The selection criteria will be scored as follows:

**Responsiveness:** 0-40 points

**Completeness:** 0-10 points

**Cost:** 0-25 points

**Creative Ideas:** 0-25 points

**TOTAL POSSIBLE POINTS:** 100

## 1.22 Award

LAVTA may negotiate contract terms with the selected Proposer(s) prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the Authority. LAVTA reserves the right to determine the best value to the Authority through this competitive process using highest scored analysis technique.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

Proposers shall not contact, lobby or communicate with any member of the Board of Directors, or employees or agents of LAVTA, regarding the RFP or the selection process.

Award is subject to final approval by the LAVTA Board of Directors. The LAVTA Executive's signature, and only his signature, will constitute a binding award.

## 1.23 Confidentiality

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between LAVTA and Proposers shall be available to the public.

If a Proposer believes the proposal or any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that LAVTA withhold from disclosure the proprietary

information by marking each page containing such proprietary information as, “Confidential.” Proposers may not designate their entire Proposal or RFP forms as confidential.

If a Proposer requests that LAVTA withhold from disclosure information identified as confidential, and LAVTA complies with the Proposer’s request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless LAVTA from and against all damages (including, but not limited to, attorneys’ fees that may be awarded to the party requesting the Proposer’s information), and pay any and all costs and expenses related to the withholding of Proposer’s information. Proposers shall not make a claim, sue, or maintain any legal action against LAVTA or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information.

If a Proposer does not request that LAVTA withhold from disclosure information identified as confidential, LAVTA shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to LAVTA.

## **1.24 Protest**

Any interested party who has an objection to this RFP, or to the awarding of a Contract to any Proposer by LAVTA, pursuant to competitive proposal procedures, shall lodge a protest, in writing, with the Executive Director of LAVTA at the address detailed in this RFP, prior to contract award. The protest shall clearly state the grounds and evidence upon which the protest is based. Protests based upon restrictive specifications or alleged improprieties in the RFP procedures shall be filed in writing at least five (5) calendar days prior to the Proposal due date. LAVTA shall issue a written decision on the protest prior to the opening of proposals.

Protests based upon the recommendation for award of the Contract shall be submitted in writing within forty-eight (48) hours of receipt of notice of the recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Protesters shall have an opportunity to appear and be heard before the board prior to final award of the contract. Failure to comply with any of these requirements may result in rejection of the protest.

A copy of the adopted LAVTA Protest Procedure is available upon request.

## 2 Scope of Work

### 2.1 Introduction – Overview

The Livermore Amador Valley Transit Authority (LAVTA) is testing a self-driving, shared autonomous vehicle (SAV) service within the Dublin, CA city limits. LAVTA is requesting proposals from third parties to provide assistance with project design, project management, and operation of a SAV along a public right-of-way/roadway connecting local residents to the Dublin BART Station. As part of a larger mobility lab project in the downtown-Dublin area, the SAV project will augment current fixed route systems by providing first and last mile solutions for Dublin residents. LAVTA is committed to constantly surveying new technologies and practices in order to ensure an efficient and accessible public transit experience, tailored for the needs of our riders. The SAV project will be a major step in creating a testing ground for innovative smart transit technology in the City of Dublin, and the cornerstone piece of the Dublin Mobility Lab, which LAVTA hopes will become a model for the rest of the nation to follow.

### 2.2 Test and Demonstration Period Goals

The Contractor shall:

1. Demonstrate potentially viable First/Last Mile transportation option for the residents of Dublin.
2. Test Vehicle to Infrastructure (V2I) two-way communications between SAV and traffic signals.
3. Provide the City of Dublin with access to V2I data that shows the vehicle and the traffic signal received the communication and responded to it.
4. Traverse public roads safely within Dublin.
5. Improve trip reliability, safety and the environment.
6. Integrate the DOT principles of Intelligent Transportation Systems (ITS), and Mobility as a Service (MaaS) into the transit systems, to create a national model of innovative, smart transit.
7. Lay foundation for Mobility Lab in the Dublin city area.
  1. Proposers may include options for an application or other technology that will tie the SAV project to additional modes of transportation in the area including our fixed route operation, Bay Area Rapid Transit, and TNCs.

## 2.3 Operating Requirements

### 2.3.1 Requirements for Testing/Demonstration

1. Contractor shall assist in the acquirement and implementation of smart intersection technologies, to improve upon pedestrian, bicyclist, and SAV passenger safety.
2. Contractor shall document and co-create best practices in how to protect vulnerable road users when the SAV is in mixed traffic.
3. Contractor shall maintain the latest vehicles software updates at all times at no additional cost to LAVTA.
4. Contractor shall devise a plan to reach Level 4 Autonomy or higher at the completion of this project as defined by the Society of Automotive Engineers (SAE).
5. LAVTA cannot provide any of its staff to operate, maintain, or supervise the service, so contractor should provide for such resources if required in their project plan.
6. The Contractor shall actively solicit community input regarding the operation of the vehicle and monitor their feedback. This can be accomplished through surveys of both riders and non-riders.
7. The contractor will be expected to have experience in Wheelchair Accessibility. Proposers should provide evidence of their prior experience in their proposals, including previous projects aimed at accessibility.
8. Proposers should submit a description of the formal safety programs the Proposer intends to implement, which will encourage safety in the operation and maintenance of this system. Additionally, the Proposer should submit a description of practices used by the Proposer in handling routine incidents and accidents.
9. Contractor shall immediately notify LAVTA of any crashes or incidents related to transporting passengers.
10. Contractor shall work in earnest with LAVTA to identify and/or support research opportunities.
11. Contractor should have the capabilities to begin testing and operation with existing traffic signal infrastructure.
12. Contractor shall submit all proposed traffic signal infrastructure modifications to the City of Dublin for review and approval prior to implementation.
13. Contractor shall cooperate to the fullest extent possible with the City of Dublin's monitoring of SAV implementation and daily operations.
14. Contractor shall work in earnest with the City of Dublin to identify appropriate monitoring methods.
15. SAV shall have an attendant in the vehicle to monitor the operation of the vehicle. The attendant shall monitor signals and controls and be capable of taking over manual control of the vehicle in the event of a system failure and or other emergency.

### **2.3.2 Revenue Operations Requirements**

1. All Requirements listed in 4.3A
2. Operator may continuously transport passengers along a low speed (35 mph max limits); corridor potentially shared with transit buses, bicycle and pedestrian traffic, emergency vehicles and public traffic crossing signalized intersections.
3. Operator should board and alight passengers safely at predefined stop locations, with level curbside boarding, or another method, to allow mobility impaired individuals to access and egress the vehicle.
4. The Contractor shall be responsible for keeping the vehicles charged or fueled. The Contractor shall monitor information on the vehicles' fuel or battery level, ensuring the vehicles are sufficiently charged/fueled, or take out of service early under abnormal conditionals after servicing all passengers who are already onboard.
5. SAV shall have an attendant in the vehicle to monitor the operation of the vehicle. The attendant shall monitor signals and controls and be capable of taking over manual control of the vehicle in the event of a system failure and or other emergency.

### **2.4 Shared Autonomous Vehicle Requirements**

1. Contractor shall provide a Shared Autonomous Vehicle (SAV) for testing, with a minimum of a one year lease. Additionally, the SAV should have a minimum capacity of 12 people, and a 14-hour battery life.
2. The SAV shall be appropriately designed and constructed to operate safely and efficiently, within the designated demonstration project corridor and throughout Dublin city limits should this pilot be expanded. Additionally the SAV should meet all the needs and requirements of the project.
3. The SAV shall have a mechanism to engage and disengage the autonomous technology that is easily accessible to the attendant of the vehicle. Additionally the vehicle should have off site control capabilities in the event that on board operations fail.
4. Contractor should meet Federal Motor Vehicle Safety Standards (FMVSS) or have an approved exemption, or ability to obtain an exemption, for the vehicle to operate on a public roadway from the National Highway Traffic Safety Administration (NHTSA).
5. SAV shall be electric, preferably with the ability to be charged without on route wireline infrastructure. Proposers should explain their abilities to meet this requirement in their proposal, along with examples of any previous experience.
6. SAV shall have V2I Dedicated Short Range Communication (DSRC) or other communication technology capability between shuttles and traffic signals, and the potential for other Vehicle to Vehicle (V2V) applications as they become available.
7. SAV must include capability to be wrapped with space to advertise and identify project partners.
8. Proposer must be able to collaborate on an enforcement plan with the City of Dublin Police.



## 2.5 Program Management & Other Requirements

1. Along with a detailed budget, Proposers should include a timeline for implementation in their proposal, explaining in what time they can go from initial testing phases to having passengers in service.
2. Proposer should create a 'Project Team' to work on the project, and include all personnel in their proposal.
3. After Notice to Proceed (NTP), a testing plan for deployment of the service shall be jointly developed and agreed upon by the contractor and 'Project Team' to be carried out by the contractor.
4. Subsequent to NTP, contractor shall furnish a 'Work Plan' which describes how to address operations, safety processes, and security as well as handling of exceptions, emergencies and recovery in a variety of scenarios. This shall also include identification of risks and strategies for mitigation.
5. As additional resources to continue the service could be made available upon the successful demonstration of certain key performance measures, a commitment to work with the 'Project Team' to identify and meet and/or exceed these measures to make that additional service funding available.
6. Contractor will be in charge of any training or hiring needed for project personnel, including on board, and off site operators.
7. Contractor shall hold regularly scheduled meetings to discuss issues, findings and or provide progress reports.
8. Data generated from the pilot will be shared by the contractor and the 'Project Team'.
9. Contractor may be asked to provide assistance in the creation of a Mobility as a Service (MaaS) application. This application is expected to include all in one trip planning and fare purchase capabilities. Proposers should provide any examples of experience they have in MaaS technologies, or similar project experience.
10. Contractor will be expected to provide secure storage and utilities for the SAV in Dublin during the testing period.
11. As part of the SAV project, the project manager will be expected to obtain necessary public agency review and approvals/permits of First and Last Mile (FM/LM) project testing with developed test plans for requirements, for LAVTA in Dublin. This will require contractor to apply through the California DMV for public road testing permits. In addition, contractor may be expected to assist LAVTA in the acquirement of future permits for expansion of the SAV project.
12. Proposer should be prepared to assist LAVTA in the procurement of future grants and revenue streams. The Proposer should include any examples of relevant experience in this field in their proposal.
13. Any and all communication pertaining to the project to outside vendors, media outlets, or general public will be approved by LAVTA before publication.

### **3 Forms**

The following forms, except the Sample Contract, must be completed and signed in full. Please take the time to carefully review each document, including all binding terms and conditions, before signing and returning it to LAVTA.

### 3.1 Addendum Receipt

## Addendum Receipt

The Proposer acknowledges that it has received the following Addenda:

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

### 3.2 Pricing Proposal

Please list the total cost of the Proposal below. Please separate costs into three categories: (1) Cost to procure and maintain an SAV; (2) Cost to project manage and operate the SAV during the testing period; (3) and Cost to operate the vehicle in service (a more detailed cost breakdown should be submitted in the main body of the Proposal).

Please include the following assumptions in your pricing:

- Revenue operation will be paid gate to gate. Please provide your minimum hour requirements as well.

- Test hourly rate will include rate paid while vehicle is in actual testing as well as mapping of the route time. Necessary meetings and preparation time other than route mapping will not be billable. Please assume a minimum of 150 hours of testing & 2,000 revenue hours per year.

This Proposal is based upon a total cost of:

Cost to procure and maintain an SAV vehicle	\$ _____
Cost to project manage and operate the SAV vehicle during the testing period	\$ _____/hr.
Cost to manage and operate SAV Vehicle in revenue service.	\$ _____/hr.
Total Cost	\$ _____

### **3.3 Certification Concerning Control of Employee of Contractor**

#### **Certification Concerning Control of Employee of Contractor**

The contractor, by entering into this Agreement with LAVTA to perform or provide work, services or materials to LAVTA, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent contractor and shall have full control of the work and Contractor's employees. Contractor and its employees, under no circumstances whatsoever, shall imply or be considered as an agent(s) or employee(s) of LAVTA. Contractor employees, under no circumstances, shall be entitled to part of any pension plan, insurance, bonus, or any similar benefits which LAVTA provides its own employees.

Any infraction of this Certification shall be cause for termination of this agreement.  
Authorized Representative of Proposer

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### 3.4 Affidavit Concerning Conflicts of Interest and Noncompetitive Practices

#### Affidavit Concerning Conflicts of Interest and Noncompetitive Practices State of California, County of Alameda

**A. Conflict of Interest.** That the Contractor, by entering into this contract with LAVTA to perform or provide work, services or materials to LAVTA, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to LAVTA and take action immediately to eliminate the conflict or to withdraw from this contract, as LAVTA may require.

**B. Contingent Fees and Gratuities.** That the Contractor, by entering into this Contract with LAVTA to perform or provide services or material for LAVTA has thereby covenanted, and by this affidavit does again covenant and assure:

1. That no person or selling agency except bonafide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts, or other, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of LAVTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
3. That no contracts, communications, or lobbying efforts were made by Contractor, its agents or officer with any member of the Board of Directors or staff of LAVTA with regard to this process.

**Affidavit Concerning Conflicts of Interest and Noncompetitive Practices Continued**

Certification

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country shown below, is made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Subscribed and Sworn to before Me

this \_\_\_\_ day of \_\_\_\_\_, 2019

Notary Public in and for the State of \_\_\_\_\_, residing

at \_\_\_\_\_.

My commission expires \_\_\_\_\_, 2\_\_\_\_.

### 3.5 Public Contract Code Section 10162 Questionnaire

#### Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

Signature of Bidder \_\_\_\_\_ Date: \_\_\_\_\_  
(SIGN HERE)



### 3.6 Certification of Non-Collusion

#### Certification of Non-Collusion

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The contents of this proposal and of any subsequently submitted best and final offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such proposal with any other Proposer or with any competitor.
  
2. Unless otherwise required by law, the contents of the proposal and of any subsequently submitted best and final offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and,
  
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal or a best and final offer for the purposes of restricting competition.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

Notary:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

My commission expires \_\_\_\_\_, 2\_\_\_\_.

### 3.7 Drug Free Workplace Certification

#### Drug Free Workplace Certification

---

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The above named contractor or grant recipient will:

1. 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, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
  - (a) The dangers of drug abuse in the workplace
  - (b) The person's or organization's policy of maintaining a drug-free workplace.
  - (c) Any available counseling, rehabilitation and employee assistance programs, and Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free policy statement; and,
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant

**Drug Free Workplace Certification Continued**

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country shown below, is made under penalty of perjury under the laws of the State of California.

---

OFFICIAL'S NAME

---

DATE EXECUTED, IN THE COUNTY OF

---

CONTRACT OR GRANT RECIPIENT SIGNATURE

---

TITLE FEDERAL I.D. NUMBER

### 3.8 49 CFR PART 20—Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned [Contractor] 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 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 Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

<b>DISCLOSURE OF LOBBYING ACTIVITIES</b>		
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352		
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing 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: _____  Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:   Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description:  CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
<i>(Attach Continuation Sheet(s), if necessary)</i>		
11. Amount of Payment (check all that apply):  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:		
<i>(Attach Continuation Sheet(s), if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. 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 reference was placed by the user 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. 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 failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____	

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form – LLL-A  
BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;  
8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-  
C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-  
32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C;  
4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-  
C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-  
01-C; 6050-28-C; 4910-62-C

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 is a follow-up 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 recipient. 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 entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.



16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.

### 3.9 California Levine Act Statement

California Government Code Section 84308 prohibits Proposers from making contributions in an amount of more than two hundred fifty dollars (\$250) to any member of the District’s Board of Directors from the date of issuance of this RFP until three months after contract award. In addition, Proposers must disclose with their proposals any contributions in an amount of more than two hundred fifty dollars (\$250) made within the preceding twelve months.

LAVTA’s Board of Directors (as of 1/7/2019) are:

Dublin	Melissa Hernandez	Councilmember
Dublin	David Haubert	Mayor
Livermore	Bob Coomber	Councilmember
Livermore	Robert Woerner	Councilmember
Pleasanton	Karla Brown	Vice Mayor
Pleasanton	Jerry Pentin	Councilmember
Alameda County	Scott Haggerty	Supervisor

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 person listed above in the 12 months preceding the date of the issuance of this request for proposals?

Yes (if yes, please identify: \_\_\_\_\_)  
 No

Answering yes to the above question above does not preclude LAVTA from awarding a contract to Proposer.

\_\_\_\_\_  
 Signature of Proposers Authorized Official

\_\_\_\_\_  
 Name and Title of Proposers Authorized Official

\_\_\_\_\_  
 Date



### 3.10 Bidder’s Bond

#### KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, as a California-admitted Surety, are held and firmly bound unto the Livermore/Amador Valley Transit Authority, hereinafter called “LAVTA”, in the sum of ten thousand dollars (\$10,000), for the payment of which sum in lawful money of the United States of America to LAVTA we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to LAVTA for which bids were requested to be received at Livermore, California, on \_\_\_\_\_, 20\_\_ for the \_\_\_\_\_, Project \_\_\_\_\_, as specified therein.

NOW THEREFORE, if the Principal is awarded a contract by LAVTA and, within the time and in the manner required by the Specifications, enters into a contract with LAVTA and furnishes the requisite bonds or other contract documents, then this obligation shall become null and void; otherwise to remain in full force and effect.

In the event suit is brought upon this bond by LAVTA and judgment is recovered, the Surety shall pay all costs incurred by LAVTA in such suit, including reasonable attorney’s fees to be fixed by the court.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal \_\_\_\_\_

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

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

(Note: Signature of person executing for Surety must be notarized and evidence of power of attorney attached)

Surety: \_\_\_\_\_

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

Attorney-In-Fact

### 3.11 Irrevocable Letter of Credit

\_\_\_\_\_  
Date

Livermore/Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94550

Re: **Irrevocable Standby Letter of Credit No.**

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of

\_\_\_\_\_, a

\_\_\_\_\_  
*(insert nature of organization, whether sole proprietorship, partnership, corporation or joint venture)*, in the amount of **ten thousand dollars (\$10,000)**, which is available upon your demand when accompanied by a signed statement from an officer of the Livermore/Amador Valley Transit Authority (LAVTA), stating that:

The amount drafted is due to LAVTA because of failure of to enter into a written contract awarded to it by LAVTA, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications for

\_\_\_\_\_, Contract  
# \_\_\_\_\_.

We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before. Partial drawings are permitted. Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

\_\_\_\_\_  
(Financial Institution)

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

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

### 3.12 Buy America Certificate

#### Buy America Certificate (Steel, Iron or Manufactured Products)

SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATIONS:

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Date

---

Signature

---

Company

---

Name

---

Title

---

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR Part 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5325(j)(2)(D), and 49 CFR 661.7.

Date

---

Signature

---

Company

---

Name

---

Title

---

## 4 Sample Contract

THIS AGREEMENT ("Agreement") made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY (hereinafter referred to as "LAVTA" or "Authority") and \_\_\_\_\_, hereinafter referred to as "Contractor".

### WITNESSETH

WHEREAS, LAVTA desires to obtain a vendor to procure and maintain a Shared Autonomous Vehicle (SAV), to manage and to operate the SAV during the testing period, and to operate the SAV in revenue service for its SAV Project;

WHEREAS, Contractor is qualified and willing to provide said services;

WHEREAS, LAVTA and Contractor now wish to enter into an agreement pursuant to which Contractor will render the services to LAVTA as provided in this Agreement;

NOW, THEREFORE, LAVTA and Contractor agree as follows:

1. **EMPLOYMENT OF CONTRACTOR**

Contractor agrees to perform services for Authority in accordance with the terms and conditions of this Agreement.

2. **SCOPE OF SERVICES**

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in the Request for Proposals issued by LAVTA on [DATE], attached hereto as Exhibit A and incorporated herein by this reference, as supplemented by Contractor's Proposal dated [DATE], which is attached hereto as Exhibit B, and is hereby incorporated by this reference (the "Services"). In the event of a conflict between Exhibit A and Exhibit B, Exhibit A will control.

3. **TIME OF PERFORMANCE**

The Contractor will provide the Services commencing upon execution of this Agreement and shall continue until no later than \_\_\_\_\_, 2019 unless earlier terminated as provided in Section 13.

**4. COMPENSATION AND METHOD OF PAYMENT**

The Compensation to be paid for to the Contractor will be in the amount of [XXXXXX] per hour, for a sum not to exceed [XXXXXX], unless an additional amount is authorized by the Authority.

Contractor services shall be billed on a monthly basis and Authority will make payment within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, including time spent on each task. The work and services performed to the date of the invoice shall be made in writing and delivered or mailed to Authority as follows:

Accounts Payable  
Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551

Contractor represents that Contractor's taxpayer identification number (TIN) is as evidenced by a completed Federal Form W-9.

**5. CONTRACTOR'S KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that [NAME] shall serve as the primary staff person of Contractor to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Contractor and approval by the Authority, which will not be unreasonably withheld, the Contractor may substitute this person with another person, who may possess similar qualifications and experience for this position.

**6. CHANGES**

Authority may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4.

**7. INSURANCE**

A. Minimum Scope of Insurance: Prior to commencing work and during the entire term of the Agreement, Contractor shall procure and maintain the following insurance policies in these minimum amounts:

1. Commercial General Liability Coverage ten million dollars (\$10,000,000) per occurrence for bodily injury, personal injury, and property damage. Such insurance shall cover all of



Contractor's operations, other than LAVTA's operations provided under this Contract. This insurance shall include coverage for, but not be limited to:

- a) Premises and operations
  - b) Products and completed operations
  - c) Contractual liability
  - d) Personal injury
  - e) Advertising injury
  - f) Explosion, collapse, and underground coverage (etc.)
  - g) Broad form property damage
2. Automobile Liability, one half million dollars (\$500,000) per accident (\$250,000 per person) for bodily injury and one hundred thousand dollars (\$100,000) each accident in property damage.
  3. If the Contractor employs any person to perform work in connection with the work under this Agreement, Contractor shall procure and maintain Workers' Compensation as required by the State of California, and Employers' Liability Insurance, ten million dollars (\$10,000,000) per accident for bodily injury or disease.
  4. Professional Liability Insurance covering Contractor's performance under this Agreement with a limit of liability of one million dollars (\$1,000,000).
- B. Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
1. The Livermore Amador Valley Transit Authority, their respective officers, employees and agents ("Insured Parties") are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor.
  2. For any claims related to this Agreement, Contractor's insurance coverage shall be considered primary insurance as respects the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be excess of the Contractor's insurance and shall not contribute with it.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
  4. The insurer waives all rights of subrogation against Authority, its directors, officers, employees and agents.
  5. Any failure to comply with reporting provisions of the policies

shall not affect coverage provided to the Authority, its directors, officers, employees and agents.

6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after 30 days prior written notice has been given to the Authority.
7. Joint Loss Payee Endorsement: the Authority shall be named as a Joint Loss Payee on the Contractor's Employee Dishonesty policy.

C. Verification of Coverage: Contractor shall provide to the Authority all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Authority on or before commencement of performance of this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

D. Acceptability of Insurers: All insurance companies providing coverage to Contractor for purposes of this Agreement shall be authorized by the Insurance Commissioner of the State of California to transact business within the State of California and shall an A.M. Best's rating of no less than "A:VII."

E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retention's must be declared to and approved by the Authority. At the Authority's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured receptions.

## 8. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an employee or agent of Authority and has no authority to contract or enter into any other agreement in the name of Authority. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this agreement. Contractor shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this agreement.

## 9. **INDEMNIFICATION**

To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless Authority, its directors, officers, agents and employees, and the City of Dublin, its directors, officers, agents and employees (collectively "Indemnitees") from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith) (collectively

“Liability”), that arise out of, pertain to, or relate to the negligence, recklessness, or intentional misconduct of Contractor, its officers, agents, employees and subcontractors or any of them. This obligation shall not apply to Liability that arises from the active negligence or willful misconduct of Indemnitees or to defects in design furnished by Indemnitees or that arise from the active negligence of Indemnitees. Except as provided above, Contractor will indemnify and defend Indemnitees notwithstanding any alleged or actual passive negligence of Indemnitees which may have contributed to the Liability. In the event any aspect of the foregoing provision is found to be void or unenforceable, a court shall interpret this provision to give the maximum protection available to the Indemnitees under applicable law. This provision will survive termination or expiration of the Agreement.

**10. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All Consultant and subconsultant costs incurred in the performance of this Contract will be subject to audit. Consultant and its subconsultants shall permit Authority, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy Consultant’s books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by Authority’s auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultant agrees to reimburse Authority for those costs within sixty (60) days of written notification by Authority.

**11. DATA TO BE FURNISHED BY AUTHORITY--CONFIDENTIALITY**

All data, reports, surveys, studies, drawings and any other documents and materials made available to Contractor by Authority for use by Contractor in the performance of its services under this agreement shall be made available for information only and shall be returned to Authority at the completion or termination of this agreement.

Any Authority materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement ("confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services required by this Agreement.

Consultant shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the Authority.

**12. OWNERSHIP OF WORK**

All documents furnished to Contractor by Authority and all reports and supportive data prepared by Contractor by this Agreement are Authority's property and shall be given to Authority at the completion of Contractor services. Authority acknowledges that documents and supportive data prepared by Contractor have been prepared exclusively for and are fit exclusively for the purposes contemplated under this Agreement. If the Authority reuses such documents prepared by Contractor for purposes other than those contemplated under this agreement without the written consent of Contractor, the Authority will hold harmless, indemnify and defend the Contractor, its agents, subcontractors and employees from any and all claims arising out of such reuse.

**13. TERMINATION**

Authority shall have the right to suspend or terminate this Agreement for convenience at any time by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is suspended or terminated for any reason other than a default by Consultant, Authority shall pay to Consultant all sums actually due and owing from Authority for all services performed and all expenses incurred up to the day written notice of effective date of suspension or termination is given, plus any costs Authority determines are reasonably and necessarily incurred by Consultant to effect such suspension or termination. If the Agreement is terminated for default, Authority shall remit final payment to Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

**14. CLAIMS OR DISPUTES**

The Contractor shall be solely responsible for providing timely written notice to LAVTA of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the LAVTA's intent to investigate and attempt to resolve any Contractor claims before the Contractor has performed any disputed work. Therefore, Contractor's failure to provide timely notice shall constitute a waiver of Contractor's claims for additional compensation and/or time.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the LAVTA, or the failure or refusal to issue a modification, or the happening of any event,

thing, or occurrence, unless it has given the LAVTA due written notice of a potential claim. The notice of a potential claim shall set forth the reasons for which the Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the LAVTA, such notice shall be given to the LAVTA prior to the time that the Contractor has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the LAVTA, and shall be governed by all applicable provisions of this Agreement. The Contractor shall maintain cost records of all work which is the basis of any dispute. If an agreement can be reached which resolves the Contractor's claim, the parties will execute a contract change to document the resolution of the claim. If the parties cannot reach an agreement with respect to the Contractor's claim, they may choose to pursue a dispute resolution process.

## **15. CONFLICT OF INTEREST**

### **A. General**

Depending on the nature of the work performed, a Contractor of LAVTA may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA) and California law that govern LAVTA's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, Contractor and its employees may be required to disclose financial interests.

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable or subject to termination. Depending on the nature of the work performed, Contractor may be required to publicly disclose financial interests under LAVTA's Conflict of Interest Code. Upon receipt, the Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by LAVTA.

No person previously in the position of director, officer, employee or agent of LAVTA may act as an agent or attorney for, or otherwise represent the Contractor, by making any formal or informal appearance, or any oral or written

communication, before LAVTA, or any officer or employee of LAVTA, for a period of twelve months after leaving office or employment with LAVTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

No officer or employee of LAVTA during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement.

**B. Organizational Conflicts of Interest**

Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts: a firm or person is unable, or potentially unable, to render impartial assistance or advice to LAVTA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement. Contractor shall not engage the services of any Subcontractor or independent Contractor on any work related to this

Agreement if the Subcontractor or independent Contractor, or any employee of the Subcontractor or independent Contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement. If at any time during the term of this Agreement Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Contractor immediately shall provide LAVTA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, LAVTA becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, LAVTA shall similarly notify Contractor. In the event a conflict is presented, whether disclosed by Contractor or discovered by LAVTA, LAVTA will consider the conflict presented and any alternatives proposed and meet with the Contractor to determine an appropriate course of action. LAVTA's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, Contractor must maintain lists of its employees, and the Subcontractors and independent Contractors used and their employees. Contractor must provide this information to LAVTA upon request. However, submittal of such lists does not relieve the Contractor of its obligation

to assure that no organizational conflicts of interest exist. Contractor shall retain this record for five (5) years after LAVTA makes final payment under this Agreement. Such lists may be published as part of future LAVTA solicitations.

Contractor shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. Contractor shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest. Failure to comply with this section may subject the Contractor to damages incurred by LAVTA in addressing organizational conflicts that arise out of work performed by Contractor, or to termination of this Agreement for breach

## **16. WARRANTY OF SERVICES**

A. Contractor warrants that its professional services will be performed in accordance with the professional standards of practices of comparable firms at the time the services are rendered. In addition, Contractor shall provide such specific warranties as may be set forth in the individual Task Orders as agreed upon by the parties.

B. In the event that any services provided by the Contractor hereunder are deficient because of Contractor's or subcontractors failure to perform said services in accordance with the warranty standards set forth above, LAVTA shall report such deficiencies in writing to the Contractor within a reasonable time. LAVTA thereafter shall have:

1. The right to have the Contractor re-perform such services at the Contractor's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the Contractor if within thirty days after written notice to the Contractor requiring such re-performance, Contractor fails to give satisfactory evidence to LAVTA that it has undertaken said re-performance.
3. The right to terminate the Agreement for default.

## **17. SUBCONTRACTS**

Contractor shall not subcontract all or any portion of its services under this agreement without the prior written approval of the Authority, and any attempt thereat shall be void and unenforceable. In the event that Contractor enters into one or more subcontracts pursuant to this article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to Contractor, and Authority shall have no obligation to them.

**18. ASSIGNMENT OF AGREEMENT**

Contractor shall not assign this agreement or any part thereof without prior express written consent of Authority, and any attempt thereat shall be void and unenforceable.

**19. NOTICES**

Except for invoices submitted by Contractor pursuant to Article 4, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To Authority:     Executive Director  
                          Livermore Amador Valley Transit Authority  
                          1362 Rutan Court, Suite 100  
                          Livermore, CA 94551

To Contractor:    [ADDRESS]

**20. LAWS AND REGULATIONS**

Contractor shall comply with its standard of care with regard to any and all laws, statutes, ordinances, rules, regulations and procedural requirements of any national, state or local government and of any agency of such government, including Authority, which relate to or in any manner affect the performance of this agreement. This agreement and any related documents supplied hereunder are subject to the California Public Records Act.

**21. CHOICE OF LAW**

All questions pertaining to the validity and interpretation of this agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the state.

**22. ENTIRE AGREEMENT**

This agreement is the entire agreement of the parties. Contractor represents that in entering into this agreement, it has not relied on any previous representations, inducements or understandings of any kind or nature.

**23. SEVERABILITY**

If any provision, or any portion of any provision, of any contract resulting from this proposal shall be held invalid, illegal or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.



**24. BENEFIT OF AGREEMENT**

This agreement shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

**25. RIGHTS AND REMEDIES**

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

**26. FEDERAL CONTRACT PROVISIONS**

This project may be financed in part by funds from the Federal Transit Administration (FTA). If such funds become available the following Federal requirements apply to this contract, following notice by LAVTA to Contractor and Contractor's agreement to comply with these requirements. If these requirements change, then the most recent requirements shall apply to the project as required.

**27. Fly America Requirements**

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

**28. Cargo Preference Requirements**

The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any

equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Authority (through the Contractor in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

**29. Pre-Award and Post-Delivery Audits Requirements**

Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Proposer certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. RFP Requirements: The Contractor shall submit evidence that it will be capable of meeting the RFP requirements.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**30. Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 49 U.S.C. §§ 6321 et seq.

**31. Recycled Products**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by

complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**32. Clean Water and Air Requirements**

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., and the Clear Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to LAVTA and understands and agrees that LAVTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.

**33. Lobbying**

Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to LAVTA. Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. LAVTA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants.

The Contractor shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included in Exhibit A, including instructions for completion.

**34. Access to Records and Reports**

Contractor shall provide all authorized representatives of LAVTA, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor, which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all

books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until LAVTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**35. Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (23) dated October 1, 2016) between LAVTA and the FTA , as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

**36. No Government Obligation to Third Parties**

LAVTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to LAVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**37. Program Fraud, False or Fraudulent Statements and Related Acts**

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

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the LAVTA of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(I) on the Contractor, to the extent the Federal Government deems appropriate.

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

### **38. Government-Wide Debarment and Suspension**

This Agreement is a covered transaction for purposes of 49 CFR Parts 180. As such, the Contractor is required to verify that none of the Contractor or its principals, as defined at 49 CFR 180.995, or affiliates, as defined at 49 CFR 180.905, are excluded or disqualified as defined at 49 CFR 180.940 and 180.935. The contractor is required to comply with 49 CFR Part 180, Subpart C and must include the requirement to comply with 49 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by LAVTA. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to LAVTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR Part 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **39. Civil Rights Requirements**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any

employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

**40. Americans With Disabilities Act**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(6); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

**41. Safe Operation of Motor Vehicles**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the Authority. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**42. Buy America Requirements**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and FTA's implementing regulations at 49 C.F.R. Part 661.11, which provide that Federal funds may not be obligated unless rolling stock is assembled in the United States and has 60 percent domestic content. The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit with their bid the appropriate Buy America Certifications included in the Bid Forms, Page B-12. If the Proposer certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

All Proposers must submit the appropriate Buy America certification to the Authority with their bids. Bids or offers that are not accompanied by a completed

Buy America Certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**43. Contract Work Hours and Safety Standards Act**

1. Overtime Requirements – Neither the Contractor nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Contract to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this Section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section in the sum of \$25.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.

3. Withholding for Unpaid Wages and Liquidated Damages – Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by Contractor under any such contract or any other Federal contract with Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

4. Subcontracts – The Contractor shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

5. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a



period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor employ apprentices or trainees under approved programs, it shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6. Occupational Safety and Health Act – The Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction”, 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

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

**44. Transit Employee Protective Agreements**

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

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

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

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

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

**45. Charter Bus Requirements**

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

**46. School Bus Requirements**

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

**47. Bus Testing**

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components

are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**48. Substance Abuse Program**

The Authority adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for "safety-sensitive" employees. Pursuant to these regulations, the Authority requires that contractors who "stand in the shoes" of the Authority are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Consultant required to comply fully with all Department of Transportation ("DOT") and Federal Transit Administration ("FTA") regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Consultant's policy, testing program and training must comply with these regulations: 49 CFR Part 655, ("Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations") and 49 CFR Part 40, ("Procedures for Transportation Workplace Drug and Alcohol Testing Procedures").

Consultant will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for the Authority to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Consultant must notify the Authority's Project Manager/Contract Administrator immediately of any violation of the regulations or failure to test.

Any employee of the Consultant found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the Consultant utilizes their own pre-established program or a third party administrator's, Consultant must fully cooperate with the Authority in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that the Authority requires of Consultant. Consultant further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems ("MIS") reports before March 1st (for the prior calendar year) to the Authority. Consultant agrees that all

records produced and maintained in the performance of the program are subject to review by the Authority in a facility not more than 100 miles away. Further, Consultant may be required to submit quarterly MIS reports to the Authority.

If the Consultant is included in the Authority’s Random Testing Program, Consultant is not released from all other DOT regulations such as: adhering to DOT’s hiring requirements, including making inquiries of past DOT-regulated employers and pre-employment testing; conducting reasonable suspicion and post-accident testing when warranted; and training safety-sensitive employees and their supervisors for the requisite time required by law. Consultant agrees to timely notify the Authority with names of their safety-sensitive employees, including any additions or deletions during the contract term.

Consultant agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Consultant’s substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by the Authority, may result in the Agreement being terminated for default.

**49. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LAVTA requests which would cause LAVTA to be in violation of the FTA terms and conditions.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officer’s thereunto duly authorized on the day written below their signatures.

BY LAVTA this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BY CONTRACTOR the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CONTRACTOR

LAVTA

Livermore Amador Valley Transit Authority  
Description)

(Project

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

By: \_\_\_\_\_  
Chair, Board of Directors

ATTEST:

ATTEST:

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

By: \_\_\_\_\_  
Barbara Duffy, General Manager

APPROVE AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Contractor Legal Counsel

By: \_\_\_\_\_  
Authority Legal Counsel