



REQUEST FOR PROPOSALS (RFP) 20-043

BUS TIRE LEASING SERVICES

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507
(951) 565-5000

The Contract to be awarded will be paid with Federal Transit Administration (FTA), state and/or local funds.

Key RFP Dates

Issued:	August 14, 2020
Written Questions:	August 27, 2020
Response to Questions:	September 3, 2020
Proposal Due:	September 17, 2020
Interviews (if necessary)	Wk of Oct 5, 2020



1825 Third Street
P.O. Box 59968
Riverside, CA 92517
Phone: (951) 565-5000
Fax: (951) 565-5001

August 14, 2020

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 20-043: BUS TIRE LEASING SERVICES**

Gentlemen/Ladies:

The Riverside Transit Agency (RTA) invites proposals from transit bus tire manufacturers to provide bus tire leasing services. The contract term will be for a three-year base period (January 1, 2021 to December 31, 2023) with two one-year options available. The tires will be used at the Agency's facilities in Riverside and Hemet, CA.

Proposals must be submitted at or before 2:00 p.m., Thursday, September 17, 2020.

Proposals should be e-mailed to the address specified below:

Attention: Luciano Rose Jr., Contracts Administrator

E-mail: lrose@riversidetransit.com

Proposals and amendments to proposals received after the date and time specified above will be rejected by Agency as non-responsive and returned to the Offerors unopened.

Parties interested in obtaining a copy of this Request for Proposals (RFP) may download it directly from the Agency web page at www.riversidetransit.com.

Electronic copies may also be obtained by calling the Purchasing Department at (951) 565-5076.

To receive all further information regarding this RFP 20-043, firms must have either registered and downloaded the document from the Agency's website or have contacted the Agency and received an electronic copy from a staff member. Firms who receive incomplete information regarding the procurement run the risk of submitting a proposal that is non-compliant and, as a result, being deemed non-responsive.

Agency may need to hold post-proposal vendor interviews during the week of October 5, 2020. Please keep these dates open.

The Offeror will be required to comply with all applicable equal opportunity laws and regulations.

Offerors shall ensure that in regard to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to compete for subcontracting work and will not be discriminated against on the grounds of race, color, age, national origin, ancestry, sex or religion. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". The successful firm shall assist the California Department of Transportation, through RTA, in meeting its federally mandated statewide overall DBE goal; please see Section IV of this document for specifics.

Should further information or clarification be needed, please contact the undersigned at (951) 565-5076.

Sincerely,

A handwritten signature in cursive script that reads "Luciano Rose Jr.".

Contracts Administrator

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SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I

INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

There is no proposal conference scheduled for this procurement.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the products/services required under this RFP and that it is capable of performing quality services and providing product to achieve the Agency's objectives.

Failure to comply with all requirements of this RFP and any subsequent amendments issued may result in the Offeror's proposal being excluded from further evaluation.

C. ADDENDA

Any Agency changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Contract. The Agency will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions.

D. AGENCY CONTACT

All questions and/or contacts with Agency staff regarding this RFP are to be directed to the following procurement staff member:

Luciano Rose Jr., Contracts Administrator
Riverside Transit Agency
1825 Third Street; P.O. Box 59968
Riverside, CA 92517-1968
Phone: (951) 565-5076; Fax: (951) 565-5077;
E-Mail: rose@riversidetransit.com

All questions are to be submitted electronically to the above contact.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Agency in writing in accordance with Section E.2 below. Should it be

found that the point in question is not clearly and fully set forth, the Agency will issue a written addendum clarifying the matter that will be sent to all persons who have requested the RFP.

2. Submitting Requests

- a. All questions, requests for clarifications, approved equals, and comments must be received electronically by the Agency no later than 5:00 p.m. Thursday, August 27, 2020. Inquiries received after 5:00 p.m. Thursday, August 27, 2020 will not be accepted.
- b. Requests for clarifications, approved equals, questions, and comments must be clearly labeled, "Written Questions / RFP 20-043". The Agency is not responsible for failure to respond to a request that has not been labeled as such.
- c. All questions should be emailed to lrose@riversidetransit.com

3. AGENCY RESPONSES

Responses from the Agency will be communicated via email to all recipients of this RFP and will be sent out no later than 5:00 p.m. Thursday, September 3, 2020.

F. SUBMISSION OF PROPOSALS

1. DATE AND TIME

Proposals must be submitted at or before 2:00 p.m. Thursday September 17, 2020.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. ADDRESS

Due to the COVID-19 pandemic and adjusted business hours, The Agency will not be accepting proposals delivered in person or by other physical means, U.S. Postal Services or other courier services.

Proposals are to be submitted electronically to lrose@riversidetransit.com.

3. IDENTIFICATION/SUBMITTAL OF PROPOSALS

When submitting proposals, please include two PDF files via e-mail to lrose@riversidetransit.com

PDF Files will consist of the following:

1st PDF file:

1. Statement of company qualifications; history of relevant contracts, including a brief description and date(s) of the contract term; and three (3) references for the proposing company.
2. Specific narrative details to show your firm understands the service and the approach that will be used to complete the work, as set forth in Exhibit A.
3. Work Plan narrative demonstrating the plan to accomplish the tasks set forth in Exhibit A.
4. Name the file as: Technical Proposal: RFP 20-043

2nd PDF file:

5. Proposed pricing using Exhibit B, PRICE SUMMARY FORM
6. Exhibit D, REQUIRED FORMS along with Disadvantaged Business Enterprise Forms, must be filled out and completed
7. Name the file as: Cost and Price Proposal: RFP 20-043

If PDF file is not possible, other file formats are acceptable if it can be read electronically by Agency via e-mail.

4. ACCEPTANCE OF PROPOSALS

- a) The Agency reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b) The Agency reserves the right to withdraw this RFP at any time without prior notice and the Agency makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c) The Agency reserves the right to postpone proposal openings for its own convenience.
- d) The Agency reserves the right to award portions of the Scope of Work as it deems necessary.
- e) Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- a) Preparing its proposal in response to this RFP;
- b) Submitting that proposal to the Agency;
- c) Negotiating with the Agency any matter related to this proposal; or
- d) Any other expenses incurred by Offeror prior to date of award, if any.

The Agency shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

H. JOINT OFFERS

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Agency intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes; however, the Agency is exempt from the payment of Federal Excise and Transportation Taxes.

J. PROTEST PROCEDURES

The Agency has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Agency's written procedures.

K. PROPOSED AGREEMENT

The successful Offeror will be subject to the provisions contained in the Proposed Agreement No. 20-043 included in this RFP. The final Agreement shall incorporate the "Scope of Work" (see Exhibit A to RFP), the successful Offeror's proposal, and the successful Offeror's "Price Form". The final Agreement may also incorporate other pertinent terms and conditions set forth in this RFP.

The Offeror's inability or unwillingness to meet any requirements set forth in EXHIBIT C, Proposed Agreement, as a condition of contract award, must be stated as an exception in the proposal.

L. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a Firm Fixed Price contract for all services set forth in the Scope of Work included this RFP as Exhibit A. While a Firm Fixed Price is the preferred method of pricing, the Agency will also consider offers quoted on a cost-plus-fixed-fee or time-and-expense basis, although the latter, in particular, may be subject to a significant deduction of points in the Agency's evaluation of the proposals received.

SECTION II
PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

PROPOSAL FORMAT AND CONTENT

A. PRESENTATION

Proposals shall be typed, double-spaced and submitted on 8 1/2" x 11" size document and submitted electronically. Offers should be typed and not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise; proposal submittals shall be organized as set forth below.

B. LETTER OF TRANSMITTAL

The Letter of Transmittal shall be included in the technical proposal submittal and addressed to Luciano Rose Jr., and must, at a minimum, contain the following:

1. Identification of Offeror, including name, address, email address, facsimile and telephone numbers.
2. Proposed working relationship between Offeror and subcontractors who supply or provide services that are 10% or greater of the total component costs. Provide subcontractors name, address and telephone numbers.
3. Acknowledgment of receipt of all RFP addenda, if any. Name, title, address, telephone number, and e-mail address of contact person during period of proposal evaluation.
4. A statement indicating the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
5. Name and signature of a person authorized to bind Offeror to the terms of the proposal and to negotiate contract price/terms on Offeror's behalf.
6. Statement attesting that all information submitted with the proposal is true and correct.

C. TECHNICAL PROPOSAL

1. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror and Offeror's sub-contractors to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror shall:

- a) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- b) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, potential labor disputes) that may impede Offeror's ability to complete the project. Audited financial statements, a Dun & Bradstreet report or a one-page summary from a CPA shall be submitted. This statement should clearly identify the financial status and condition of the Offeror's immediate business entity, as well as that of the overall Company structure, if applicable; the date of this statement should cover a period of at least one (1) year and should be dated no more than twelve (12) months prior to the date of the proposal submission.
- c) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Include the name and location of each project, the year it was initiated, completed or the anticipated completion, and the contract value.
- d) Identify sub-contractors providing services that are 10% or greater of the total services costs by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each sub-contractor and information specific to the sub-contractor's qualifications to perform the identified services.

- e) Provide a minimum of three (3) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience. Offeror should ensure contact names/telephone numbers are accurate; inaccurate references may be a factor in the overall evaluation of the proposal. Each reference must specifically address start/end dates of the project and services provided which should correlate with the requirements of this RFP.

2. Project Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to manage the project and subcontractors as well as identify key personnel assigned.

Offeror shall:

- a) Submit a project organization chart clearly indicating all communication/reporting relationships among the project functions and staff, including sub-contractors.
- b) Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-contractor work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- c) Include the statement that key personnel will be available to the extent proposed for the duration of the project and acknowledge that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Agency.

3. Technical Approach/Work Plan

Offeror shall provide a detailed narrative addressing the Exhibit A, Scope of Work requirements and demonstrating Offeror's understanding of and ability to meet Agency's needs and requirements.

Offeror shall:

- a) Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of sufficient detail to clearly demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- b) Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform them.
- c) Identify your approach to completing the work on time.
- d) Identify the methods the Offeror will use to ensure quality control as well as budget and schedule control for the project.
- e) Offeror is encouraged to propose enhancement or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

4. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Each exception must reference the particular section in the Scope of Work or Agreement Article that refers to Agency's requirements. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in the proposal.

D. Cost and Price Proposal

The Offeror shall complete the "Price Form" included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. The "Price Form" shall be provided for the prime Contractor and all Subcontractors; If needed, supplemental pages shall be provided to show operational cost details. **These "Price Forms" must be sent electronically and appropriately named as described in Section 1, Paragraph F, Subsection 3.**

E. Required Forms (Exhibit D) -

All required forms are to be completed and submitted appropriately as described in Section 1, Paragraph F, Subsection 3. The following narratives are provided for your information.

1. Certification of Debarment

Policy

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in FTA Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Agency may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 49 C.F.R. Part 29, as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in a federally assisted project (See Exhibit D for form). The inability to provide the required certification will not necessarily result in denial or participation in a covered transaction. A person or firm that is unable to provide a positive certification, as required by this solicitation, must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

Each potential contractor for a major third-party contract must provide to the Agency a certification for a primary participant. Each potential subcontractor must provide to the Agency a certification for a lower-tier participant. In general, subcontracts of less than \$25,000 will not be covered by the certification procedures.

2. Restrictions on Lobbying

As a recipient of federal funds, the Agency is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

Exhibit D to this solicitation contains the following: a certification form entitled "Certification of Restrictions on Lobbying," the Office of

Management and Budget (OMB) Standard Form LLL entitled "Disclosure of Lobbying Activities," and a document entitled "Limitation on Payments to Influence Certain Federal Transactions." The successful Offeror to this solicitation will be required to complete and submit to the Agency the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place. If the successful Offeror did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to the Agency.

All forms must be completed and submitted with the Offer. Failure to complete this certification shall render an Offer nonresponsive to this solicitation and will result in the rejection of the Offer.

3. Certification of Drug Free Workplace

Third-party contractors providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

4. Party and Participant Disclosure Forms

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the Party and Participant Disclosure Forms provided in Exhibit D of this RFP and submit as part of the proposal, if applicable. Offeror is required to submit only ONE copy of the completed form(s) as part of its proposal and it should be included only in the original proposal. Both Offeror and its subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form".

5. Affidavit of Non-Collusion Form

6. Buy America Form

7. Financial Status Requirement/Certification by Contractor Form

8. Information Required of Bidder Form

F. Public Records Policy

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any Contract entered into thereafter become the exclusive property of Agency and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). Agency's use and disclosure of its records are governed by this Act.

Those elements in each proposal which Offeror considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by Offeror. Agency will use its best efforts to inform Offeror of any request for disclosure of any such document. Agency, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the Offeror considers exempt from disclosure, Agency will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the contents of a Offeror's proposal marked "Confidential", "Proprietary", or "Trade Secret", Offeror shall defend and indemnify Agency from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Offerors are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, Agency shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

G. Appendices

Information considered by Offeror to be pertinent to this project and which has not specifically been solicited in any of the aforementioned sections may be placed into a separate appendix section. However, Offerors are cautioned that this does not constitute an invitation to

submit large amounts of extraneous materials; appendices should be relevant and brief.

SECTION III

EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Agency will evaluate the offers received based on the following qualification-based criteria:

1. Qualifications, Related Experience, and References (25%)

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; references with demonstrated success in providing similar services.

2. Staffing and Technical Approach (20%)

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; training programs for staff; FTA Compliant drug/alcohol testing program; concurrence in the restrictions on changes in key personnel.

3. Work Plan (30%)

Depth of Offeror's understanding of and ability to meet Agency's requirements as set forth in Exhibit A – Scope of Work, and within this RFP, overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet all service start dates; reasonableness of service operations as proposed; utility of suggested technical or procedural innovations.

4. Cost and Price (20%)

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of unit price; basis on which prices are quoted (FFP, CPFF, T & E).

5. Completeness of Response (5%)

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements that the Agency cannot or will not accommodate; and any other relevant factors not considered elsewhere.

B. EVALUATION PROCEDURE

An Evaluation Committee comprised of Agency staff, in accordance with the above criteria, will evaluate all proposals received as specified. The evaluators in applying the major criteria to the proposals may consider additional sub-criteria beyond those listed. Furthermore, as a result of RFP changes and/or necessary proposal clarifications, a Best and Final Offer Request may be issued after the proposals are submitted but before contract award. During the evaluation period, the Agency reserves the right to interview some or all the proposing firms and the right to conduct site inspections of some or all of the Offeror's facilities.

C. AWARD

The Agency will evaluate the proposals received and will submit the proposal considered to be the most competitive to the Agency's Board of Directors, for consideration and selection. The Agency may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Agency.

The Agency reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Agency may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified in writing regarding the firm who was awarded the contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing and the Agency must receive it within three (3) days of notification of the contract award.

SECTION IV

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

DISADVANTAGED BUSINESS ENTERPRISE

Federal Fiscal Year 2019 / 2021

DISADVANTAGED BUSINESS ENTERPRISE

Riverside Transit Agency Assurance. Riverside Transit Agency (“Agency”) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT) assisted contract, or in the administration of its Disadvantaged Business Enterprise (DBE) Program, or the requirements of 49 CFR Part 26.

The Agency will take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts.

It is the policy of the Agency to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the Agency’s construction, procurement and professional services activities.

Contractor Assurance. Pursuant to 49 CFR Part 26, the Contractor is required to make the following assurance in its agreement with the Agency and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

“The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure of the Contractor or Subcontractor to carry out these requirements is a material breach of contract, which may result in the termination of contract by the Agency, or any other such remedy the Agency may deem appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payment;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor or Subcontractor from future bidding as non-responsible”.

The Agency’s DBE Program, as required by 49 CFR Part 26, as approved by DOT, is incorporated by reference in this section.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification of failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

In accordance with Part 26, Title 49 of Code of Federal Regulations, “Participation by

Disadvantaged Business Enterprise in Department of Transportation Programs,” the Agency sets a specific percentage for participation by DBE certified firms. This percentage goal is based upon the total amount of Federal dollars the Agency anticipates spending over the fiscal year as compared to the amount of ready, willing and able DBEs to perform Federally funded projects. For the current fiscal year, the Agency has established a DBE participation goal of 1.5%.

The Agency intends to meet this goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal.

DBE Participation Goal For This Contract.

X No DBE participation goal has been established for this contract.



Riverside Transit Agency
CONTRACT COMPLIANCE

BIDDERS LIST OF PARTICIPATING FIRMS

PROJECT NAME: _____

DATE: _____

PRIME CONTRACTOR NAME/ADDRESS	DBE?	FIRM AGE/ CONTRACTING LICENSE #	ANNUAL GROSS \$\$ REVENUE	WORK TYPE * / NAICS CODE
SUBCONTRACTORS NAME/ADDRESS:				

* P = PROFESSIONAL CONSULTING SERVICES, C = CONSTRUCTION, S = SUPPLIES, E = EQUIPMENT, O = OTHER (describe)

Report prepared by: _____

Signature: _____

Title: _____

Date: _____



Riverside Transit Agency
CONTRACT COMPLIANCE

DBE / NON-DBE PARTICIPATION

PROJECT NAME: _____

DATE: _____

SUBCONTRACTOR NAME/ADDRESS/License #	WORK TO BE PERFORMED / NAICS CODE		ESTIMATED \$\$ PARTICIPATION	PERCENT OF TOTAL CONTRACT VALUE

Report prepared by: _____

Signature: _____

Title: _____

Date: _____



Riverside Transit Agency
CONTRACT COMPLIANCE

SUMMARY OF SUBCONTRACT AWARD AND MONTHLY PAYMENTS REPORT (SAMPLE PAYMENT REPORT)

PROJECT NAME: _____

CONTRACTOR NAME: _____

REPORTING PERIOD: From: _____ To: _____

SUBCONTRACTOR NAME/ADDRESS	SUBCONTRACT \$\$ AMOUNT	DBE?	WORK ASSIGNMENT / NAICS CODE	DOLLARS PAID THIS MONTH	DOLLARS PAID TO DATE

Report prepared by: _____

Signature: _____

Title: _____

Date: _____

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

CUCP participants include municipalities, counties, transit agencies, airports, special districts, and the State Department of Transportation that administer and award contracts funded by the U.S. Department of Transportation (USDOT). CUCP participants are classified as certifying and non-certifying members.

A **certifying agency** performs Disadvantaged Business Enterprise (DBE) certification on behalf of the State of California and this certification applies to all USDOT funded contracts. Certification activities performed by a certifying agency include, among others, processing DBE applications, performing DBE site interviews, making DBE certification decisions, investigating certification complaints and appeals, and maintaining a single Statewide directory of certified DBEs. Contact a certifying agency if you have a question about DBE certification.

A **non-certifying agency** adheres to all aspects of the USDOT DBE program, except it does not perform DBE certification activities. A non-certifying agency accepts all firms certified as a DBE by a certifying member. Accordingly, the DBEs listed on the [CUCP DBE directory](#) is eligible to participate on all USDOT funded contracts administered by a CUCP participant. Contact a CUCP participant, both certifying and non-certifying, about contract opportunities.

CERTIFYING CUCP AGENCIES

For certification inquiries for Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties:

CITY OF LOS ANGELES

Bureau of Contract Administration
1149 S. Broadway Street, Room 300
Los Angeles, CA 90015
Phone: (213) 847-1922
Fax: (213) 847-2777
<http://bca.lacity.org>

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO)

Diversity and Economic Opportunity Department
One Gateway Plaza
Los Angeles, CA 90012
Phone: (213) 922-2600
Fax: (213) 922-7660
www.metro.net

For Alameda, Amador, Calaveras, Contra Costa, Fresno, Kings, Madera, Marin, Mariposa, Merced, Monterey, Napa, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Tulare, and Tuolumne counties:

S.F. BAY AREA RAPID TRANSIT DISTRICT (BART)

Office of Civil Rights
300 Lakeside Drive
18th Floor
Oakland, CA 94612
Phone: (510) 464-7580
Fax: (510) 464-7587
www.bart.gov

CITY OF FRESNO

DBE Program
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1182
Fax: (559) 488-1069
www.ci.fresno.ca.us

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)

Office of Small & Disadvantaged Businesses
3331 North First Street, Building A
San Jose, CA 95134-1906
Phone: (408) 321-5962
Fax: (408) 955-9729
www.vta.org

CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA)

Office of Civil Rights
2477 Arnold Industrial Way
Concord, CA 94520-5327
Phone: (925) 676-1976
Fax: (925) 686-2630
www.cccta.org

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA)

Contract Compliance Office
San Francisco Municipal Railway
1 South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103
Phone: (415) 701-4443
Fax: (415) 701-4347
www.sfmuni.com

**SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS)/
PENINSULA CORRIDOR JOINT POWERS BOARD (JPB)**

DBE Office
1250 San Carlos Avenue
San Carlos, CA 94070
Phone: (650) 508-7939
Fax: (650) 508-7738
www.samtrans.com

For Alpine, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Lake, Lassen, Mendocino, Modoc, Mono, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, and Yuba counties:

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

Civil Rights MS 79
1823 14th Street
Sacramento, CA 95814
Phone: (916) 324-1700 or (866) 810-6346
Fax: (916) 324-1862
www.dot.ca.gov

YOLO COUNTY TRANSPORTATION DISTRICT (YOLOBUS)

DBE Programs
350 Industrial Way
Woodland, CA 95776
Phone: (530) 661-0816
Fax: (530) 661-1732
www.yctd.org

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

LEASE OF BUS TIRES

1. GENERAL

- 1.1. General Requirements. The intent of this specification is to describe the Riverside Transit Agency's (RTA) expectations of tire leases without necessarily describing each individual task in an all-inclusive detail; therefore, the Contractor shall be expected to understand the task and demonstrate their ability to fulfill the stated requirements in its bid proposal.
- 1.2. Material/Workmanship. All material used for this project shall be provided by the Contractor unless specified otherwise, and shall be new, unused and of first or Original Equipment Manufacturer (OEM) quality.

2. TIRES

- 2.1. Tires shall be of high quality, radial tire design suitable for Transit Operations.
- 2.2. The tires shall provide reliable transit bus service, free from excessive noise and vibration, and free from defects in material and construction.
- 2.3. All tires will be original tread tires only. Recaps or re-grooved tires will not be allowed.
- 2.4. Lessor shall provide tires meeting all applicable laws and regulations of the State of California and the Federal Government.
- 2.5. All tires provided are to be factory molded and D.O.T approved for 65 mile per hour city and suburban use. All tires shall be capable of 65MPH sustained operation.
- 2.6. RTA shall not be precluded during the life of the contract from including in the contract new or improved tires that may be developed by the Lessor. Lessor shall provide tires that the RTA may add, at RTA's sole discretion, to its fleet. The terms specified herein shall likewise be applicable to such additional tires, provided such tires are of the same size and will be applied on same make/model of vehicle.
- 2.7. If during the term of the contract, RTA purchases new buses with leased tires, Lessor shall deliver to the North American bus manufacturer the new tires required, if in Lessor's product line. RTA shall give Lessor not less than a sixty-day (60) written notification of tire quantities and delivery dates.

- 2.8. If any such buses equipped with tires furnished by the Lessor shall be driven over land instead of being shipped by the manufacturer, RTA shall pay the Lessor for use of the tires.
- 2.9. RTA shall pay for any tires lost, stolen, or damaged while in the possession of the bus manufacturer, dealer or seller; or while the bus is being delivered.
- 2.10. Terms shall be negotiated for any other make/model vehicles or different size and/or construction type of tire not currently shown in specifications, which are placed in service during the term of the contract.
- 2.11. RTA will not transfer, sublet, or lend the tires furnished by, or permit the tires to be used by, anyone other than RTA, or its agents, without the prior written consent of the Lessor.
- 2.12. All tires furnished for use by RTA shall be delivered to RTA location(s). The Lessor shall pay all freight and delivery charges. Standard delivery time of tires is 30 days from receipt of order.

3. LOCATIONS

3.1. Riverside Facility

- 1825 Third Street, Riverside, CA. 92507

3.2. Hemet Facility

- 700 Scaramella Circle, Hemet, CA. 92545

4. TIRE TYPE AND SIZE

4.1. RTA's fleet of buses is presently equipped as follows:

Tire Size	Bus Series Type	Bus Series	Load Range	Number of Vehicles in Series	Number of Wheels per Vehicle	Number of Vehicles at Riverside Facility	Number of Vehicles at Hemet Facility
305/85R22.5	2013 Gillig BRT Plus	31300	L	97	6	68	29
305/85R22.5	2014 Gillig BRT Plus	31400	L	11	6	5	6
305/85R22.5	2016 Gillig BRT Plus	31600	L	37	6	32	5

4.2. Estimated vehicle miles:

Calendar Year	CY 21	CY 22	CY 23	CY 24	CY 25
Total Estimated Annual Vehicle Miles	6,552,643	6,749,222	6,951,699	7,160,250	7,375,057

These are estimated vehicle miles. Please note that these amounts are not guaranteed and may subject to change.

CY = calendar year, January 1 – December 31

5. RATES

5.1. Base Rate - Bidders shall bid a fixed tire mile rate for the contract term for tire lease. There will be no other rate adjustments allowed. An invoice will be used each month for the previous month’s tire lease and service charges.

6. DAMAGE, SALE OR PURCHASE OF TIRES

6.1. Lessor assumes the risk of road damage. The cost for damaged tires shall be included in the rate per tire mile. “Normal damage” shall be defined as partial or total destruction of a tire; including irregular wear, damage, heat damage, curbing, road hazards, or misalignment. Tires that are damaged beyond repair resulting from accident and fire or have been lost, sold, or purchased shall be paid for by RTA.

6.2. RTA agrees to reasonably maintain vehicles’ suspension and steering in accordance with the vehicle manufacturer’s alignment specifications and keep brakes properly adjusted.

6.3. Tires which are lost, sold or purchased by RTA shall be paid for by RTA by paying for any mileage remaining on the tire at the lease rate in effect. The remaining mileage shall be prorated by determining the tread rubber remaining multiplied by contract fixed cost per 32nd of an inch.

Example: Tire size Cost per 32nd
 305/85R22.5 s x. xx

6.4. When a tire is not available for inspection to apply the above formula due to loss, theft, or complete destruction of tire, RTA shall not reimburse the Bidder in excess of fifty percent (50%) of the current value of a similar tire, unless the Bidder can provide an auditable accounting of the tire’s accurate mileage prior to the loss.

6.5. When a bus is sold or removed from service for any reason, tires shall be removed from said vehicle by RTA and retained for future service. Used tires with

a tread depth of 3/32nd or greater, if available, supplied by contractor at no charge, will be used for surplus vehicles. If RTA permanently disposes of all vehicles which use a particular size of tire and which are not used on any remaining vehicles in RTA's fleet, RTA shall pay for the used tires in accordance with 6.3 above; however, the Contractor shall make every effort to move the unused tires to another location, if available, for the tire size in question.

7. RESERVE TIRES

- 7.1. The Successful Bidder agrees to keep a sufficient reserve supply of tires adequate to ensure proper tire service on all buses operating from each division.
- 7.2. RTA shall provide a safe and suitable area for the storage of spare tires and tires unfit for further service.
- 7.3. Decision as to the number of reserve tires to be supplied at each operating facility is to be in accordance with accepted practices in the industry, regulatory agency requirements, and to be in concurrence with the RTA's Director of Maintenance or his designated representative.

8. TIRES UNFIT FOR SERVICE

- 8.1. RTA will remove tires from service immediately when determined unfit by either the Successful Bidder or RTA. Contractor's tires are to be removed from RTA property within 30 days of determination of unfitness, in accordance with local, state and federal laws and regulations.

9. WRITTEN INSTRUCTIONS

- 9.1. All Bidders shall provide RTA with written procedures setting forth the proper use, maintenance, and service of the specified tires, which shall include but is not limited to the following:
 - Technical specifications of proposed tires, size, load, pressure, static radius, revolutions per mile, rim width, tread depth, mile per hour, etc.
 - Tire characteristics relative to variety of road surfaces and conditions such as dry and wet.

10. TIRE TESTING

- 10.1. RTA, at its own expense, reserves the right to test tires other than the Successful Bidder's on up to 10 percent (10%) of RTA's fleet.

11. REPORTS

- 11.1. RTA will provide a monthly report listing individual vehicle numbers and total miles operated per month, including vehicles with zero (0) miles operated, by the 15th of the following month.

12. DISPOSITION OF TIRES AT TERMINATION

12.1. At such time as any resulting contract or purchase order shall reach its expiration date, unless the parties enter into a new agreement to become immediately effective, RTA shall either:

- (a) within 30 days after submission of statement by Lessor return all new and unused tires and pay for used, non-returnable tires in accordance with paragraph 6.3 above,
- (b) make equal monthly payments over a 24-month period in a total amount determined in accordance with clause (a) of this section 12.1, exclusive of interest or any other additional charges, or
- (c) in the event the RTA wishes to change suppliers, continue to use all tires furnished by the tire Lessor under such Agreements in RTA's possession on the expiration date for a period of 36-months from the expiration of the current contract or purchase order.

12.2. In the event RTA chooses to exercise option (c), the tire Lessor shall be relieved of any requirement to furnish the RTA with tires, service or repair material during said 36-month period, unless requested by RTA and agreed to by the tire Lessor. The rate or rates per tire mile in effect during such 36-month period shall be the rate or rates in effect for the 12-month period immediately preceding the commencement of such 36-month period. It is understood that RTA shall continuously use such tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said 36-month period.

12.3. The option contained in (c), above, would be exercisable by RTA upon 30 days notice prior to the expiration date of the then current contract or purchase order. Upon the expiration of said 36-month period, RTA shall pay for any then unused tire mileage in accordance with item noted in 6.3. RTA would then acquire each such used tire as is and the tire Lessor would make no warranty as to the condition of fitness for continued use of such tires.

EXHIBIT B

PRICE SUMMARY FORM

EXHIBIT B

PRICE SUMMARY FORM

Enter below the proposed price based on Exhibit A – Scope of Work. Prices shall include direct costs, indirect costs, and profits. It is RTA’s intention to award a three-year base term firm fixed price contract for a not-to-exceed amount. RTA reserves the right to exercise two (2) one-year options. Prices quoted are firm for the entire term of the contract. The tire miles listed below are estimates for each year with no guaranteed level of usage by RTA and may subject to change.

TIRE LEASING RATE PER MILE – NO TIRE SERVICE

BASE YEAR ONE – 2021 (January 1, 2021 – December 31, 2021)

<u>Line #</u>	<u>Tire Lease</u>	<u>Tire Miles</u>	<u>Tire Mile Rate</u>	<u>Extended Price</u>
1	Tire Size: 305/85R22.5 ¹	39,315,858	\$	\$
2	*Applicable Fees / Taxes (Lines 1 & 2) - annualized			\$
3	Year One Total: (Lines 1 – 2)			\$

BASE YEAR TWO – 2022 (January 1, 2022 – December 31, 2022)

<u>Line #</u>	<u>Tire Lease</u>	<u>Tire Miles</u>	<u>Tire Mile Rate</u>	<u>Extended Price</u>
1	Tire Size: 305/85R22.5 ¹	40,495,332	\$	\$
2	*Applicable Fees / Taxes (Line 1) - annualized			\$
3	Year Two Total: (Lines 1 – 2)			\$

BASE YEAR THREE – 2023 (January 1, 2023 – December 31, 2023)

<u>Line #</u>	<u>Tire Lease</u>	<u>Tire Miles</u>	<u>Tire Mile Rate</u>	<u>Extended Price</u>
1	Tire Size: 305/85R22.5 ¹	41,710,194	\$	\$
2	*Applicable Fees / Taxes (Line 1) - annualized			\$
3	Year Three Total: (Lines 1 – 2)			\$

OPTION YEAR ONE – 2024 (January 1, 2024 – December 31, 2024)

<u>Line #</u>	<u>Tire Lease</u>	<u>Tire Miles</u>	<u>Tire Mile Rate</u>	<u>Extended Price</u>
1	Tire Size: 305/85R22.5 ¹	42,961,500	\$	\$
2	*Applicable Fees / Taxes (Line 1) - annualized			\$
3	Option Year One Total: (Lines 1 – 2)			\$

OPTION YEAR TWO – 2025 (January 1, 2025 – December 31, 2025)

<u>Line #</u>	<u>Tire Lease</u>	<u>Tire Miles</u>	<u>Tire Mile Rate</u>	<u>Extended Price</u>
1	Tire Size: 305/85R22.5 ¹	44,250,342	\$	\$
2	*Applicable Fees / Taxes (Line 1) - annualized			\$
3	Option Year Two Total: (Lines 1 – 2)			\$

¹represents 305/85R22.5

Note that tire miles are calculated as follows: Annual vehicle miles x 6 tires per vehicle = total tire miles.

FIVE YEAR GRAND TOTAL: \$ _____

TIRE LEASING RATE PER MILE – NO TIRE SERVICE

*Applicable fees / taxes that apply to Tire Leasing

(attach additional information/sheets if necessary)

DESCRIPTION	RATE
1	\$
2	\$
3	\$
4	\$

*Note: RTA is exempt from the payment of Federal Excise and Transportation taxes, so such taxes must not be included in proposal prices. However, this proposal is subject to State/Local sales tax, which shall be shown separately above but is a part of the contract price.

For below, advise tire tread depth, billable 32nds and rate per 32nd. This is in reference to Section 6.3 per Scope of Work.

<u>Total 32nds</u>	<u>Total Billable 32nds</u>	<u>Total Rate Per 32nds</u>
305/85R22.5 ____/32	305/85R22.5 ____/32	305/85R22.5 \$____/32

**THE OFFEROR CERTIFIES THAT THE ABOVE PRICING INCLUDES ALL COSTS
ASSOCIATED WITH IMPLEMENTING THE SCOPE OF WORK REQUIREMENTS
OF RFP 20-043**

1. I acknowledge receipt of RFP **20-043** and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(minimum 120)

NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

In addition to this form, Offeror shall include a detailed cost sheet(s) showing proposed subtasks if applicable as described in the Scope of Work, Exhibit A. Cost details to include labor hours, labor categories, labor rates, direct expenses (explanation of components), fee, subtotals of costs by items, total number of hours, and total proposed cost.

EXHIBIT C

PROPOSED AGREEMENT

1 representations, agreements, understandings and communications with respect thereto.

2 B. Changes to any portion of this Agreement shall not be binding upon AGENCY except when
3 specifically confirmed in writing by an authorized representative of AGENCY by way of a written
4 amendment to this Agreement and issued in accordance with the provisions contained in this Agreement.

5 **ARTICLE 2. ORDER OF PRECEDENCE**

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

7 (1) the provisions of this Agreement and all subsequent Amendments to this Agreement, including all
8 exhibits and documents attached hereto; (2) the provisions of RFP 20-043 as addended; (3)
9 CONTRACTOR'S proposal dated (***date***), as supplemented by its Best and Final Offer (BAFO) dated
10 (***date***), and; (4) all other documents, if any, cited herein or incorporated by reference.

11 **ARTICLE 3. SEVERABILITY**

12 If any provision, term or condition of this Agreement is held to be invalid, illegal or unenforceable,
13 in whole or in part, then such provision, term or condition shall not affect the validity of any remaining
14 provision, term or condition of this Agreement. All remaining provisions, terms and conditions of this
15 Agreement shall continue in full force and effect.

16 **ARTICLE 4. NON-WAIVER**

17 AGENCY'S failure to insist in any one or more instances to require performance by
18 CONTRACTOR of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
19 relinquishment of AGENCY'S right to such performance, and shall not affect AGENCY'S right to such
20 performance or to future performance of any such term(s) or condition(s) and CONTRACTOR'S
21 obligation with respect thereto shall continue in full force and effect.

22 **ARTICLE 5. AGENCY DESIGNEE**

23 The Chief Executive Officer of AGENCY, or his designee, shall have the authority to act for and

1 exercise any rights of AGENCY as set forth in this Agreement, subsequent to and in accordance with,
2 the authorization granted by AGENCY's Board of Directors.

3 **ARTICLE 6. TERM OF AGREEMENT**

4 A. This Agreement shall commence upon execution by both AGENCY and CONTRACTOR, and
5 shall continue in full force and effect January 1, 2021 through December 31, 2023 ("Initial Term"), unless
6 earlier terminated or extended as provided in this Agreement.

7 B. AGENCY, at its sole discretion, may elect to extend the term of the Agreement up to an
8 additional twelve (12) months, commencing January 1, 2024 and continuing through December 31, 2024
9 ("First Option Term"), and thereupon require CONTRACTOR to continue to provide services, and
10 otherwise perform, in accordance with Exhibit A, "Scope of Work", and Exhibit B "Pricing Summary Form".

11 C. AGENCY, at its sole discretion, may elect to extend the term of the Agreement up to an
12 additional twelve (12) months, commencing January 1, 2025 and continuing through December 31, 2025
13 ("Second Option Term"), and thereupon require CONTRACTOR to continue to provide services, and
14 otherwise perform, in accordance with Exhibit A, "Scope of Work", and Exhibit B "Pricing Summary Form".

15 D. AGENCY's election to extend the Agreement beyond the "Initial Term" shall not diminish its
16 right to terminate the Agreement for AGENCY'S convenience or CONTRACTOR'S default, as provided
17 elsewhere in this Agreement. The "Maximum Term" of this Agreement shall be the period extending from
18 January 1, 2021 through December 31, 2025, which period encompasses the Initial Term, First Option
19 Term, and Second Option Term.

20

21 **ARTICLE 7. SCOPE OF WORK**

22 A. CONTRACTOR shall perform the work necessary to complete, in a manner satisfactory to
23 AGENCY, the services set forth in Exhibit A, "Scope of Work", inclusive of all attachments set forth herein.
24 CONTRACTOR shall also perform in accordance with its proposal to AGENCY dated (**date**), and with

1 CONTRACTOR'S "Best and Final Offer" (BAFO), dated (***date***). All services shall be provided at the times
2 and places designated by AGENCY.

3 B. CONTRACTOR shall provide the personnel listed in Exhibit A, "Scope of Work", to perform
4 the above-specified services, which persons are hereby designated as key personnel under this
5 Agreement. No person named in Exhibit A, "Scope of Work", or his/her successor approved by AGENCY,
6 shall be removed or replaced by CONTRACTOR, nor shall his/her agreed upon function or level of
7 commitment hereunder be changed, without the prior written consent of AGENCY. Should the services
8 of any key personnel become no longer available to CONTRACTOR, the resume and qualifications of
9 the proposed replacement shall be submitted to AGENCY for approval as soon as possible, but, in no
10 event, later than seven (7) calendar days prior to the departure of the incumbent key personnel, unless
11 CONTRACTOR is not provided with such notice by the departing key personnel. AGENCY shall respond
12 to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning
13 acceptance of the proposed replacement.

14 **ARTICLE 8. OWNERSHIP OF REPORTS AND DOCUMENTS**

15 The originals of all custom letters, documents and reports produced under this Agreement shall
16 be delivered to and become the property of AGENCY. Copies may be made for CONTRACTOR's
17 records, and in performance of the underlying Agreement, but shall not be furnished to others without the
18 express written authorization from AGENCY. Such deliverables shall be deemed works made for hire
19 and all rights in copyright therein shall be retained by AGENCY.

20 **ARTICLE 9. PATENT AND COPYRIGHT INFRINGEMENT**

21 In lieu of any other warranty by AGENCY or CONTRACTOR against patent or copyright
22 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend, at its expense, any
23 claim or suit against AGENCY on account of any allegation that any item furnished under this Agreement
24 or the normal use or sale thereof, arising out of the performance of this Agreement, infringes upon any
25 presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages

1 finally awarded in any such suit or claim, provided CONTRACTOR is promptly notified in writing of the
2 suit or claim and given AGENCY, information and assistance at CONTRACTOR's expense for the
3 defense of same. However, CONTRACTOR will not indemnify AGENCY if the suit or claim results from:
4 (1) AGENCY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any
5 presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other
6 material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S.
7 letters patent or copyright.

8 CONTRACTOR shall have sole control of the defense of any such claim or suit and all allegations
9 for settlement thereof. CONTRACTOR shall not be obligated to indemnify AGENCY under any
10 settlement made without CONTRACTOR's consent or in the event AGENCY fails to cooperate fully in
11 the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's
12 expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at
13 no expense to AGENCY, shall obtain for AGENCY, the right to use and sell said item, or shall substitute
14 an equivalent item acceptable to AGENCY and extend this patent and copyright indemnity thereto.

15 **ARTICLE 10. INDEPENDENT CONTRACTOR**

16 CONTRACTOR'S relationship to AGENCY in the performance of this Agreement is that of an
17 Independent Contractor. CONTRACTOR's personnel performing services under this Agreement shall at
18 all times be under CONTRACTOR's exclusive direction and control and shall be employees of
19 CONTRACTOR and not employees of AGENCY. CONTRACTOR shall pay all wages, salaries and other
20 amounts due its employees in connection with this Agreement and shall be responsible for all reports
21 and obligations respecting them, such as social security, income tax withholding, unemployment
22 compensation, worker's compensation and similar matters.

23 **ARTICLE 11. ASSIGNMENTS AND SUB-CONTRACTING**

24 A. Neither this Agreement, nor any interest herein or claim hereunder, may be assigned by
25 CONTRACTOR either voluntarily or by operation of law, nor may all, or any part, of this Agreement be

1 sub-contracted by CONTRACTOR, without the prior written consent of AGENCY. Consent by AGENCY
2 shall not be deemed to relieve CONTRACTOR of its obligation to comply fully with all terms and
3 conditions of this Agreement.

4 B. AGENCY hereby consents to CONTRACTOR's sub-contracting of portions of the Scope of
5 Work to the parties identified below for the functions described in CONTRACTOR's proposal.
6 CONTRACTOR shall include in the sub-contract Agreement the stipulation that CONTRACTOR, not
7 AGENCY, is solely responsible for payment to the sub-contractor for the amounts owing, and that the
8 sub-contractor shall have no claim, and shall take no action, against AGENCY, its officers, directors,
9 employees or sureties for nonpayment by CONTRACTOR.

10	<u>Sub-Contractor's Name/Address</u>	<u>Sub-Contract % Amount</u>
11	<i>(From Proposal)</i>	<i>(From Proposal)</i>

12 C. CONTRACTOR shall include, in the sub-contract agreement, a stipulation that the sub-
13 contractor shall maintain insurance coverage in the amounts required from CONTRACTOR as provided
14 for in this Agreement. At AGENCY's request, CONTRACTOR shall provide evidence of sub-contractor's
15 insurance coverage.

16 D. CONTRACTOR shall have no right to terminate any sub-contract for cause and then perform
17 the work with its own employees without AGENCY's prior written consent. AGENCY reserves the right to
18 require CONTRACTOR to replace its terminated sub-contractor with another sub-contractor agreeable
19 to AGENCY, and to do so without any increase or delay in the performance of this Agreement.

20

21 **ARTICLE 12. PAYMENT**

22 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement,
23 and subject to the maximum cumulative payment obligation provisions set forth in Article 13 below, AGENCY
24 shall pay CONTRACTOR on a firm-fixed-price basis in accordance with Exhibit B "Pricing Summary

1 Form” attached to and, by this reference, incorporated in and made a part of this Agreement.

2 B. CONTRACTOR shall submit an invoice to AGENCY, Attention Accounts Payable. Each
3 invoice shall cite Agreement 20-043, the assigned purchase order, and shall specify the services for
4 which payment is being requested; the time period covered by the invoice, the amount of payment
5 requested, and all the relevant back-up documentation. If any portion of the invoice is disputed by
6 AGENCY, AGENCY agrees to reimburse CONTRACTOR for all undisputed costs. Disputed costs shall
7 be resolved in 30 days and be included in the subsequent month’s payment to CONTRACTOR.

8 C. Invoices shall be submitted by CONTRACTOR in accordance with paragraph B above and
9 shall be submitted in duplicate to AGENCY’s Accounts Payable office. AGENCY shall remit payment within
10 thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following
11 information:

- 12 1. Agreement No. 20-043 & Purchase Order Number;
- 13 2. Specify the Section(s) and/or items listed on Scope of Work for which payment is being
14 requested;
- 15 3. The time period covered by the invoice;
- 16 4. Total invoice amount; and
- 17 5. Such other information as requested by AGENCY.

18 **ARTICLE 13. MAXIMUM OBLIGATION**

19 Notwithstanding any provisions of this Agreement to the contrary, AGENCY and CONTRACTOR
20 mutually agree that AGENCY’S maximum cumulative payment obligation hereunder, including obligation
21 for CONTRACTOR’S profit, shall be (***written dollar value and (\$XXX,XXX)***), which shall include all
22 amounts payable to CONTRACTOR for its sub-contracts, leases, materials and costs arising from, or
23 due to performance under, or termination of this Agreement.

24 **ARTICLE 14. PROMPT PAYMENT**

25 A. The Prime Contractor or Sub-Contractor shall return all monies held in retention from a Sub-
26 Contractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted,

1 including incremental acceptances of portions of the contract work by AGENCY.

2 B. The Code of Federal Regulation (49 C.F.R. 26.29) requires that any delay or postponement
3 of payment over thirty (30) days may take place only for good cause and with AGENCY'S prior written
4 approval. Any violation of this provision shall subject the violating Prime Contractor or Sub-Contractor to
5 the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and
6 Professions Code. These requirements shall not be construed to limit or impair any contractual,
7 administrative, or judicial remedies, otherwise available to the Prime Contractor or Sub-Contractor, in the
8 event of a dispute involving late payment or non-payment by the Prime Contractor, deficient sub-contract
9 performance, or noncompliance by a sub-contractor. This provision applies to both Disadvantaged
10 Business Enterprise (DBE) and non-Disadvantaged Business Enterprise (non-DBE) Prime Contractors
11 and Sub-Contractors.

12 C. Failure to comply with this provision or delay in payment, without prior written approval from
13 AGENCY, will constitute noncompliance, which may result in the termination of the Agreement or other
14 such remedy as AGENCY deems appropriate. AGENCY reserves the right to request the appropriate
15 documentation from CONTRACTOR showing payment has been made to the Sub-Contractor(s).

16 D. These Prompt Payment provisions must be incorporated in all sub-contract agreements issued
17 by CONTRACTOR under this Agreement.

18 **ARTICLE 15. PERFORMANCE BOND (RESERVED)**

19 **ARTICLE 16. INSURANCE**

20 CONTRACTOR shall self-insure or procure and maintain for the duration of the contract insurance
21 against claims for injuries to persons or damages to property to the extent caused by the performance of
22 the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives,
23 employees or subcontractors. If the Contractor uses subcontractors, those subcontractors shall procure
24 liability insurance and name the Contractor and RTA as Additional Insureds in accordance with the terms
25 and limits set forth in Article 16.

1 **MINIMUM SCOPE OF INSURANCE**

2 Coverage shall be at least as broad as:

3 A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01
4 covering CGL on an "occurrence" basis, including products-completed operations, personal &
5 advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit
6 applies, either the general aggregate limit shall apply separately to this project/location or the
7 general aggregate limit shall be twice the required occurrence limit.

8 B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if
9 CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit
10 no less than \$2,000,000 per accident for bodily injury and property damage.

11 C. Workers' Compensation: as required by the State of California, with Statutory Limits,
12 and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily
13 injury or disease.

14 If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY 23
15 requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

16 24 Any available insurance proceeds in excess of the specified minimum limits of insurance and
17 25 coverage shall be available to AGENCY.

18 D. Garage Keeper's Legal Liability & Automobile Portion: at all times during this contract,
19 Contractor agrees to maintain Garage Keeper's Legal Liability as well Automobile Portion which
20 covers the risk of loss or damage to RTA vehicles while in the care, custody or control of
21 Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while
22 they are driving a RTA vehicle, which results in a third party claim of physical damage or bodily
23 injury.

24
25 **Other Insurance Provisions**

26 The insurance policies are to contain, or be endorsed to contain, the following provisions:

27 **Additional Insured Status**

1 The AGENCY, its officers, officials, employees, and volunteers are to be covered as additional
2 insured's on the CGL policy with respect to liability arising out of work or operations performed by or on
3 behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such
4 work or operations. General liability coverage can be provided in the form of an endorsement to the
5 CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG
6 20 37 forms if later revisions used).

7 ***Primary Coverage:***

8 For any claims related with respect to performance to the extent of the CONTRACTOR'S
9 contractual obligations set forth under Article 17 "Indemnification", the CONTRACTOR'S insurance
10 coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and
11 volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees,
12 or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

13 ***Notice of Cancellation:***

14 Each insurance policy required above shall provide that coverage shall not be canceled, except
15 with prior written notice of cancellation or material change in coverage provided to the AGENCY in
16 accordance with the policy provisions.

17 ***Waiver of Subrogation:***

18 CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation for Workers'
19 Compensation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of
20 the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that
21 may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or
22 not the AGENCY has received a waiver of subrogation endorsement from the insurer.

23 ***Deductibles and Self-Insured Retentions:***

24 Any deductibles or self-insured retentions must be declared to and approved by the AGENCY.
25 The AGENCY may require the CONTRACTOR to purchase coverage with a lower deductible or retention
26 or provide proof of ability to pay losses and related investigations, claim administration, and defense
27 expenses within the retention.

1 **Acceptability of Insurers:**

2 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII,
3 unless otherwise acceptable to the AGENCY.

4 **Verification of Coverage:**

5 CONTRACTOR shall furnish the AGENCY'S Chief Procurement and Logistics Officer with original
6 certificates and amendatory endorsements or copies of the applicable policy language effecting coverage
7 required by this clause. All certificates and endorsements are to be received and approved by the
8 AGENCY before work commences. However, failure to obtain the required documents prior to the work
9 beginning shall not waive the CONTRACTOR'S obligation to provide them. The AGENCY reserves the
10 right to require complete, certified copies of all required insurance policies, including endorsements
11 required by these specifications, at any time.

12 **Special Risks or Circumstances:**

13 AGENCY reserves the right to modify these requirements, including limits, based on the nature of the
14 risk, prior experience, insurer, coverage, or other special circumstances by providing ninety (90) days
15 prior written notice of such requirement revision together with an explanation of the reason for the
16 requirement. Contractor will negotiate for additional cost incurred due to changes the AGENCY requests
17 to insurance.

18 **ARTICLE 17. INDEMNIFICATION**

19 A. Except to the extent of any injuries, deaths, losses, damages, claims, suits, liabilities,
20 judgments, costs, and expenses, resulting from the sole negligence or willful misconduct of the AGENCY,
21 its officers, directors, employees, and agents, CONTRACTOR shall indemnify, defend, and hold
22 harmless AGENCY, its officers, directors, employees, and agents, from all losses, damages, claims for
23 personal injury or damages to real or personal property, to the extent caused by CONTRACTOR'S
24 negligence. CONTRACTOR agrees to indemnify AGENCY against expenses, including reasonable
25 attorney's fees and liability arising from any such claim of infringement, provided CONTRACTOR has the
26 right to control the defense or settlement of any such claim in accordance with the following:

1 1. CONTRACTOR at its own reasonable cost and expense, shall indemnify, defend, and
2 hold harmless AGENCY from, and against, any and all claims, demands, actions, suits, damages,
3 liabilities, losses and expenses, including reasonable attorney's fees and reimbursements, for personal
4 injury or property damage asserted by third parties ("Third Party Claims") to the extent caused by the
5 negligence or willful misconduct of CONTRACTOR in connection with CONTRACTOR's performance or
6 failure to perform this Agreement hereunder.

7 2. AGENCY shall promptly give written notice to CONTRACTOR after obtaining
8 knowledge of any Third Party Claim against AGENCY as to which recovery may be sought against
9 CONTRACTOR because of the indemnity set forth in clause 1. above.

10 3. CONTRACTOR will have the right to defend AGENCY against any such Third Party
11 Claim with counsel mutually agreed upon by CONTRACTOR and AGENCY. In addition:

12 a. AGENCY may retain separate co-counsel at its sole cost and expense to
13 monitor the defense of such Third Party Claim provided, however, that CONTRACTOR
14 shall have the right to control the defense of such Third Party Claim in CONTRACTOR's
15 sole discretion;

16 b. AGENCY will not consent to the entry of any judgment or enter into any
17 settlement with respect to such Third Party Claim without the prior written consent of
18 CONTRACTOR which consent shall not be unreasonably withheld; and

19 c. AGENCY shall cooperate with all reasonable requests of CONTRACTOR in
20 connection with the defense of such Third Party Claim.

21 4. To the extent reasonably possible, AGENCY shall use its good faith efforts to mitigate
22 any losses that CONTRACTOR is obligated to indemnify against, pursuant to this indemnification
23 provision.

24 5. Indemnification requirements set forth herein shall not include indemnification for
25 AGENCY's sole negligence.

26 **ARTICLE 18. CHANGES**

1 By written notice or order, AGENCY may, from time to time, order work suspension or make
2 changes to the general scope of this Agreement, including, but not limited to, the services furnished to
3 AGENCY by CONTRACTOR as described in Exhibit A – Scope of Work. If any such work suspension
4 or change causes an increase or decrease in the price of this Agreement or in the time required for its
5 performance, CONTRACTOR shall promptly notify AGENCY thereof and assert its claim for adjustment
6 within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall
7 be negotiated. Nothing in this provision shall excuse CONTRACTOR from otherwise proceeding
8 immediately with Agreement as changed.

9 **ARTICLE 19. DISPUTES**

10 A. Except as otherwise provided for in this Agreement, any dispute concerning a question of fact
11 arising under this Agreement, which is not disposed of by supplement agreement, shall be decided by
12 AGENCY'S Chief Procurement and Logistics Officer, who shall reduce the decision to writing and shall
13 mail, or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Chief Procurement and
14 Logistics Officer shall be final and conclusive unless, within thirty (30) calendar days from the date of
15 receipt of such copy, CONTRACTOR mails or otherwise furnishes to the Chief Procurement and Logistics
16 Officer a written appeal addressed to AGENCY'S Chief Executive Officer. The decision of the AGENCY's
17 Chief Executive Officer, or duly authorized representative for the determination of such appeals, shall be
18 final and conclusive.

19 B. Any such decision made pursuant to this Article shall be final and conclusive, unless the same
20 is fraudulent, capricious, arbitrary or so grossly erroneous as to necessarily imply bad faith or is not
21 supported by substantial evidence. In cases where fraud by such official or his representative or Board
22 is alleged, the provisions of this Article shall not be pleaded in any suit as limiting judicial review of any
23 such decision.

24 C. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
25 the performance of this Agreement in accordance with the decision of AGENCY's Chief Procurement and

1 Logistics Officer. This "Disputes" clause does not preclude consideration of questions in law in
2 connection with decisions provided for above. Nothing in this Agreement, however, shall be construed
3 as making the final decision of any AGENCY official or representative on a question of law, which
4 questions shall be settled in accordance with the laws of the State of California.

5 **ARTICLE 20. TERMINATION**

6 A. AGENCY may terminate this Agreement for its convenience any time, in whole or in part, by
7 giving CONTRACTOR thirty (30) days written notice thereof. Upon termination, AGENCY shall pay
8 CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be
9 construed in accordance with the provisions of the Federal Acquisition Regulation (FAR), Part 31.205
10 and Part 49, the specific sub-parts and other provisions thereof, applicable to termination for
11 convenience. If AGENCY sees fit to terminate this Agreement for convenience, said notice shall be given
12 to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 22
13 "Notices", herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable
14 provisions of the FAR pertaining to termination for convenience.

15 B. CONTRACTOR shall have no rights to terminate this Agreement or any sub-contracts under
16 this Agreement for CONTRACTOR's convenience.

17 C. CONTRACTOR shall have no rights to terminate any sub-contracts for cause and then perform
18 the work with its own forces without AGENCY's prior written consent. AGENCY reserves the right to
19 require CONTRACTOR to replace its terminated sub-contractors with another sub-contractor agreeable
20 to AGENCY, and to do so without any increase or delay in the performance of this Agreement.

21 D. AGENCY may terminate this Agreement for CONTRACTOR's default if a federal or state
22 proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR
23 makes an assignment for the benefit of creditors, or if CONTRACTOR breaches any term(s) or violates
24 any provision(s) of this Agreement and does not cure such breach or violation within thirty (30) calendar
25 days after written notice thereof by AGENCY. CONTRACTOR shall be liable for any and all reasonable

1 cost incurred by AGENCY as a result of such default including, but not limited to, reprocurement costs of
2 the same or similar services defaulted on by CONTRACTOR under this Agreement. Such termination
3 shall comply with the Federal Acquisition Regulation (FAR), Part 31.205 and Part 49. If the contract is
4 terminated for default, AGENCY shall remit final payment to CONTRACTOR in an amount to cover all
5 services performed and expenses incurred in full accordance with the terms and conditions of this
6 contract up to the effective date of termination, including the remaining value of tread on leased tires
7 mounted on buses and in spare stock.

8 **ARTICLE 21. FORCE MAJEURE**

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

16 **ARTICLE 22. NOTICES**

17 All notices hereunder and communications regarding the interpretation of the terms of this
18 Agreement, or changes thereto, shall be effected by delivery of said notice(s) in person or by depositing
19 said notice(s) in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and
20 addressed as follows:

21 **TO AGENCY:**
22 Riverside Transit Agency
23 1825 Third Street
24 P.O. Box 59968
25 Riverside, CA 92517-1968

TO CONTRACTOR:

26 **ATTENTION: Vince Rouzaud**
27 Chief Procurement and Logistics Officer
28 (951) 565-5180 phone

ATTENTION:

1 (951) 565-5001 facsimile

2 **ARTICLE 23. FEDERAL, STATE AND LOCAL LAWS**

3 CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all
4 applicable federal, state, and local laws, statutes, ordinances, lawful orders, rules and regulations
5 promulgated thereunder.

6 **ARTICLE 24. GOVERNING LAW**

7 This Agreement shall be interpreted and construed according to, and governed by, the laws of
8 the State of California. The federal or state courts located in the County of Riverside, State of California,
9 shall have jurisdiction to hear any dispute under this Agreement.

10 **ARTICLE 25. TITLE AND RISK OF LOSS**

11 Title to all tires and/or equipment furnished under this Agreement shall be and remain at all times
12 with the Contractor until such time items are sold and payment is received in full.

13 **ARTICLE 26. NOTICE OF LABOR DISPUTE**

14 Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay
15 performance of the Agreement, CONTRACTOR shall immediately notify and submit all relevant information
16 to RTA and assist RTA in developing a plan to continue service. CONTRACTOR shall insert the substance
17 of this entire clause in all subcontracts hereunder.

18 //

19 //

20 //

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6 This Agreement shall be made effective upon execution by both parties.

7 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. 20-043 to be
8 executed on the date first written above.

9 **CONTRACTOR**

RIVERSIDE TRANSIT AGENCY

10 By: _____

11

12

By: _____

Larry Rubio
Chief Executive Officer

13

APPROVED AS TO FORM:

14

15

16

By: _____

Barbara Raileanu
General Counsel

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) 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.

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

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

3. ACCESS TO RECORDS

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 C.F.R. Part 200.326, the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(4) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(5) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than four 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 same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR Part 200.333.

4. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and 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.

5. 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) Equal Employment Opportunity Requirements for Construction Activities – Contractor's and sub-contractor's shall comply with the following:

(a) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity", 42 U.S.C. § 2000e note.

(4) 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.

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

7. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. TERMINATION

RTA may terminate the P.O./Contract in whole or in part for RTA's convenience or for Furnisher's default. RTA will notify the Furnisher regarding the nature, extent, and effective date of the termination. Upon receipt of the notice, Furnisher shall: (a) immediately discontinue all services affected and (b) deliver to RTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing P.O./Contract, whether completed or in process. If the termination is for RTA's convenience, RTA shall make an equitable price adjustment, but shall not allow anticipated profit on unperformed services. If the termination is for Furnisher's default, Furnisher must reimburse RTA for all costs of procurement.

9. DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction as defined in U.S. DOT regulations, 2 CFR § 1200.220 Subpart B and, as such, Contractor must confirm it is not excluded or disqualified from participating in covered transactions funded in whole or in part with Federal funds.

(2) By signing and submitting its bid or proposal, Contractor certifies it is not excluded or disqualified from participating in a covered transaction funded in whole or in part with Federal funds. Contractor further certifies that this certification is a material representation of fact relied upon by RTA. If it is later determined the Contractor knowingly rendered an erroneous certification, in addition to remedies available to RTA, the Federal Government may pursue available remedies including, but not limited to suspension and/or debarment.

(3) Contractor further agrees to include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Party Participants:

(a) Will comply with Federal debarment and suspension requirements, and

(b) Review the "Excluded Parties Listing System" at <https://www.sam.gov>, as needed to comply with U.S. DOT regulations, 2 CFR part 1200.

10. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

11. DISPUTES

Parties that are involved in disputes in the performance of this P.O./Contract agree to the following: 1) continue work on the P.O./Contract; 2) attempt resolution with the disputing party; 3) failing that, attempt resolution with a third party; 4) settlement made according to the laws of the State of California.

12. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

14. CLEAN WATER

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

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

15. CARGO PREFERENCE

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of 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 FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. FLY AMERICA

Contractor agrees:

(1) 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 subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

(2) To include the requirements of this section in all subcontracts that may involve international air transportation.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

RESERVED

18. SEISMIC SAFETY

The following requirement applies to contracts involving architectural/engineering for and/or construction of new buildings or additions.

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

19. PATENT AND RIGHTS IN DATA

The following requirement applies to contracts involving experimental, developmental, or research work.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 2 C.F.R. Part 200.315, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not

completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) **General** - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

18. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

(1) This contract is subject to the requirements of 49 CFR Part 26, "Participation by DBEs in DOT Financial Assistance Programs". The national goal for participation of DBEs is 10%. RTA's overall goal for DBE participation is 1.5%. A separate contract goal has not been established for this procurement.

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

(3) **Prompt Payment** – Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from RTA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by RTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

19. RECYCLED PRODUCTS

Recovered Materials - Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended 42 USC 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. Designated items include vehicular, construction, transportation and landscaping products, non-paper office products, and miscellaneous products.

20. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

RESERVED

21. ADA ACCESS

The following requirement applies to all architectural/engineering, transit operations/management, revenue vehicle and construction contracts.

Contractor agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

(1) **Federal laws**, including

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, prohibiting discrimination on the basis of disability in the administration of federally funded programs or activities;

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities;

- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities.
- (2) **Federal regulations**, including
- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. part 37;
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. part 27;
 - (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels", 49 C.F.R. part 39;
 - (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "ADA Accessibility Specifications for Transportation Vehicles", 36 C.F.R. part 1192 and 49 C.F.R. part 38;
 - (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Service", 28 C.F.R. part 36;
 - (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. part 36;
 - (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. part 1630;
 - (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities", 47 C.F.R. part 64, Subpart F;
 - (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards", 36 C.F.R. part 1194, and
 - (j) FTA regulations, "Transportation for Elderly and Handicapped Persons", 40 C.F.R. part 609.
- (3) Other applicable Federal civil rights and nondiscrimination guidance.

22. VETERANS EMPLOYMENT

Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

EXHIBIT D
REQUIRED FORMS

**CERTIFICATION OF PRIMARY PARTICIPANT
Regarding Debarment, Suspension and Other Responsibility Matters**

For use by prime contractors submitting a proposal in an amount equal to or greater than \$25,000.

The _____ certifies to the best of its knowledge and
(firm name/principal)
belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

The primary participant, _____ certifies or
(firm name/principal)
affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

**CERTIFICATION OF LOWER-TIER PARTICIPANTS
Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion**

For use by sub-contractors who submitted proposals to the prime contractor in an amount equal to or greater than \$25,000.

The _____
(firm name/principal)

certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participant in this transaction by any Federal department or agency.

If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The _____
(firm name/principal)

certifies or affirms the truthfulness and accuracy of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of proposer) of

_____ that:
(name of company)

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

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

(3) The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20 _____

By _____
(signature of authorized official)

(title of authorized official)

Agreement No. _____

CERTIFICATION OF DRUG FREE WORKPLACE

I, _____ (*name of authorized official*), hereby certify on behalf of _____ (*name of company*) that the CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with California Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will therefore:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by California Government Code Section 8355(a).
2. Establish a Drug-free Awareness Program, as required by California Government Code Section 8355(b), to inform employees all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The firm's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and;
 - d. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.
3. Provide, as required by California Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a. Will receive a copy of the firm's drug-free policy statement, and;
 - b. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____ (*name of authorized official*), hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20 _____.

Signature of Authorized Official

Title

PARTY DISCLOSURE FORM
Information Sheet

RIVERSIDE TRANSIT AGENCY

California Government Code §84308, commonly referred to as the “Levine Act,” precludes an officer, and his or her alternate, of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and three months following the decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any officer, or on behalf of any candidate for office or on behalf of any committee.

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venture(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document, you file or submit after the proceeding commences.

1. A proceeding involving “a license, permit, or other entitlement for use” includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your “agent” is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are “agents.”
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.

PARTY DISCLOSURE FORM
RIVERSIDE TRANSIT AGENCY
AND ITS AFFILIATED AGENCIES

_____ **No contributions have been made during the preceding 12 months.**
(Skip following portion and have authorized person sign where indicated.)

_____ **Contributions have been made during the preceding 12 months as detailed below.**

Party's Name: _____

Party's Address: _____
Street

Application or Proceeding

Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount: _____

Date: _____

Signature of Party and/or Agent

RTA Board Members & Alternates 2020

City of Banning: Council Member Art Welch
(Council Member David Happe, Alternate)

City of Beaumont: Council Member Nancy
Carroll (Mayor Pro Tem Michael Lara, Alternate)

City of Calimesa: Mayor Pro Tem Linda Molina
(Council Member Ed Clark, Alternate)

City of Canyon Lake: Council Member Jeremy
Smith (Council Member Randy Bonner,
Alternate)

City of Corona: Mayor Jim Steiner (Council
Member Jason Scott, Alternate)

City of Eastvale: Mayor Brandon Plott (Mayor
Pro Tem Jocelyn Yow, Alternate)

City of Hemet: Mayor Pro Tem Linda Krupa
(Council Member Michael Perciful, Alternate)

City of Jurupa Valley: Mayor Anthony Kelly Jr.
(Council Member Brian Berkson, Alternate)

City of Lake Elsinore: Council Member Timothy
J. Sheridan (Mayor Pro Tem Robert Magee,
Alternate)

City of Menifee: Council Member Greg August
(Council Member Lesa Sobek, Alternate)

City of Moreno Valley: Council Member David
Marquez (Mayor Dr. Yxstian Gutierrez,
Alternate)

City of Murrieta: Mayor Pro Tem Scott
Vinton (Jonathan Ingram, Alternate)

City of Norco: Mayor Berwin Hanna (Council
Member Ted Hoffman, Alternate)

City of Perris: Council Member Malcolm
Corona (Council Member Rita Rogers,
Alternate)

City of Riverside: Council Member Andy
Melendrez (Council Member Chuck Conder,
Alternate)

County of Riverside, District I: Supervisor
Kevin Jeffries (Alternate-At –Large Jerry
Sincich, Legislative Analyst Tricia Almiron,
Alternates)

County of Riverside, District II: Supervisor
Karen Spiegel (Alternate-At-Large Ike
Bootsma, Alternate)

County of Riverside, District III: Supervisor
Chuck Washington (Chief of Staff Michelle
DeArmond, Alternate)

County of Riverside, District V: Supervisor
Jeff Hewitt (Legislative Assistant Barry
Busch, Alternate)

City of San Jacinto: Council Member Alonso
Ledezma (Council Member Joel Lopez,
Alternate)

City of Temecula: Council Member Zak
Schwank (Mayor Pro Tem Maryann
Edwards, Alternate)

City of Wildomar: Mayor Pro Tem Bridgette
Moore (Council Member Joseph Morabito,
Alternate)

Updated 2-3-20

PARTICIPANT DISCLOSURE FORM
Information Sheet

RIVERSIDE TRANSIT AGENCY

California Government Code §84308, commonly referred to as the “Levine Act,” precludes an officer, and his or her alternate, of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and three months following the decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any officer, or on behalf of any candidate for office or on behalf of any committee.

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Riverside Transit Agency or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent have contributed more than \$250 to any board member or alternate for the Riverside Transit Agency or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Riverside Transit Agency or any of its affiliated agencies.

1. An individual or entity is a “participant” in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Riverside Transit Agency’s or one of its affiliated agencies’ decision in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Riverside Transit Agency or any of its affiliated agencies for the purpose of influencing the member’s vote on the proposal;
 - (2) Communicates with an employee of the Riverside Transit Agency or any of its affiliated agencies for the purpose of influencing a member’s vote on the proposal;
or
 - (3) Testifies or makes an oral statement before the Board of Directors of the Riverside Transit Agency or any of its affiliated agencies.
2. A proceeding involving “a license, permit, or other entitlement for use” includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your “agent” is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-1 8438.8.

PARTICIPANT DISCLOSURE FORM
RIVERSIDE TRANSIT AGENCY
AND ITS AFFILIATED AGENCIES

_____ **No contributions have been made during the preceding 12 months.**
(Skip following portion and have authorized person sign where indicated below.)

_____ **Contributions have been made during the preceding 12 months as detailed below.**

Party's Name: _____

Party's Address: _____

Street Address

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent



AFFIDAVIT OF NON-COLLUSION (required)

Submit this form with the Price Proposal, failure to do so is grounds for disqualification.

I hereby swear (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Bidder's Company Name

Legal Structure (corp./partner/proprietor)

Principal Office Address

City, ST, Zip

Phone Number

Fax Number

E-Mail

Federal Employer Identification Number

Title of Person Authorized to Sign

Print Name of Person Authorized to Sign

Date Signed by Authorized Signatory

“BUY AMERICA” PROVISION

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. 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.

“BUY AMERICA” CERTIFICATION

Certificate of Compliance with Buy America Requirements

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

Date _____

Signature _____

Company _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exemption to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company _____

Name _____

Title _____

FINANCIAL STATUS REQUIREMENT
CERTIFICATION BY CONTRACTOR

I am aware of and acknowledge the requirement to submit financial documentation that meets the following criteria:

- Clearly identifies the financial status and condition of Bidder’s immediate business entity, as well as that of the overall Company structure, if applicable, and;
- Covers a period of at least one (1) year, and;
- Is dated not more than 12-months prior to the date of bid submission.

I understand examples of acceptable documentation include:

- Audited financial statements, or;
- Dun and Bradstreet report, or;
- Filed Federal tax return for immediately preceding tax year, or;
- One-page CPA summary.

I affirm that:

- I have attached the requisite financial documentation (staple financial documents to this certification), and;
- I have fully executed this certification; see below, and;
- I will include this certification and the attached financial documents with my sealed bid.

Date _____

Signature _____

Company _____

Name _____

Title _____

INFORMATION REQUIRED OF BIDDER

The Bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of Bidder, Firm or Corporation: _____
2. Business Address: _____
3. Telephone: () _____
4. Type of Firm--Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Contractor/Business License No.: _____ Years of Experience: _____
 License Type/Expiration Date: _____
7. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

8. Key Personnel to work on this Project (include title):
 - i. _____
 - ii. _____
 - iii. _____
9. List at least three project references for services rendered as of recent date:

Contract Type	Type of Service/Product	Date Completed	Name and Address of Owner	Contact Name and Phone Number

10. List three credit references as follows:

Name: _____

Address: _____

Telephone: _____

Contact: _____

Name: _____

Address: _____

Telephone: _____

Contact: _____

Name: _____

Address: _____

Telephone: _____

Contact: _____

11. **BIDDERS must submit its most current Audited financial statements**, a Dun & Bradstreet report, last year's tax return or a one-page summary from a CPA. This statement should clearly identify the financial status and condition of the Offeror's immediate business entity, as well as that of the overall Company structure, if applicable; the date of this statement should cover a period of at least one (1) year and should be dated no more than twelve (12) months prior to the date of the bid submission.

12. BIDDER to provide its Workers' Compensation Experience Mod Factor for the past three years.

2017 _____

2018 _____

2019 _____

If BIDDER is self-insured, the total number of injuries (lost-time and medical only) each for the past three years and the corresponding payroll dollars by year shall be provided as an attachment.

13. List of Suppliers for Major Items (provide an attachment if necessary):

Name: _____

Address: _____

Item Being Supplied: _____

14. Labor Agreements

Union(s) _____

Local No.(s) _____

Expiration date of current
agreement(s) _____