



VICTOR VALLEY TRANSIT AUTHORITY

*representing the communities of Apple Valley, Adelanto, Hesperia,
Victorville and San Bernardino County*

Request for Proposals

Comprehensive Operations Analysis And Short Range Transit Plan RFP #11-08

September 19, 2011

**PROPOSALS MUST BE RECEIVED
NO LATER THAN 3:00 P.M, LOCAL TIME
MONDAY, NOVEMBER 7, 2011**

Project Description

Victor Valley Transit Authority (VVTA) a joint powers agency (JPA) invites proposals from responsible and qualified firms for the conduct of a comprehensive analysis of VVTA's regional fixed route service, rural county routes, flex routes, B-V Link, and Direct Access service.

The study will analyze the growth in residential and employment development to determine current transit needs. The study will include an on-board survey of existing riders to obtain information on rider demographics to be used for recommendations to make service improvements, attract new riders, and make the system more efficient.

The Victor Valley is located approximately 90 miles east and north of Los Angeles, 45 miles north of San Bernardino, and is experiencing growth in population, retail and industrial development. In the 2000 census the Metropolitan Statistical Area (MSA) of Hesperia, Apple Valley, and Victorville was designated a large urban area over 200,000 in population. There are large areas of low population density between more dense areas creating issues associated with urban sprawl. The connectivity between VVTA jurisdictions also adds to the rural nature of the operations environment.

In 2007 an Operational & Growth Analysis was conducted for VVTA. It contained several recommendations for route and schedule alignments many of which were implemented by VVTA. This study also included several recommendations that were incorporated into VVTA's service. One of the issues the study addressed was maintaining "on-time" performance. "On-time" performance and missed connections continues to adversely impacted by increases in traffic and ridership during the afternoon hours that make up VVTA's peak ridership period.

An electronic copy of the RFP document is available for download at no charge at www.vvta.org

Estimated Schedule

Monday, September 19, 2011 Release RFP

Monday, October 3, 2011 Questions due to VVTA

Wednesday, October 12, 2011 VVTA Responses to Questions

Monday, November 7, 2011 Proposals due to VVTA by 3:00 pm

Monday, November 14, 2011 Potential Consultant Interviews

Monday, November 21, 2011 Recommendation to VVTA Board-Award

PROPOSALS

The proposal should describe your approach to the Scope of Services. The proposal must provide sufficient detail to enable the Selection Committee to thoroughly evaluate and compare it with other proposals. It should include the following information and any other information pertinent to this study. Proposals may not exceed fifty (50) pages of at

least 12 point font (no smaller) at a minimum of 1.5 line spacing. Proposals exceeding fifty (50) sheets exclusive of the cover and section tabs may be found “non responsive.”

1. Provide a description of your work approach to the tasks as identified in the Scope of Services. In addition, identify and describe potential services that may have applicability. Any concepts, techniques and tools which you intend to utilize in preparing the study should be included.
2. Identify data which will be needed to conduct the study.
3. Describe your intended interaction with staff, interested groups/citizens and other stakeholders for the level of assistance anticipated to complete the tasks.
4. Explain fully the intended working relationships, responsibilities and product expected of each firm, as well as any examples of past experiences working together and also working with VVTA or San Bernardino Associated Governments (SANBAG)
5. Provide a cost estimate of professional fees to undertake each task outlined in the Scope of Services. The cost estimate should include direct labor costs, any mark-up for fringe benefits, overhead, profit, and other direct expenses such as transportation, housing, printing, and per diem. A breakdown of the labor costs, including position, hours, hourly rates of pay, and cost should also be provided. Provide under separate cover and does not need to be included in the fifty (50) page count.
6. Provide a list of references for projects similar in scope which you have conducted in other communities. The dates over which the projects were conducted should be included, as well as the status of implementation of your recommendations for these projects.
7. Provide a list of other comparable studies completed by the project manager you are proposing for this project.
8. Provide an organizational chart and short resumes of all professionals who will be actively working on the project along with assurances of no substitutions to less experienced staff.

Evaluation of Proposals

A selection team composed of VVTA staff, VVTA Technical Advisory Committee members, staff of SANBAG, and staff of associated agencies will be established to review all proposals submitted pursuant to the terms of this RFP. Members of this team are expected to participate, if possible, in any interviews to be conducted with selected proposers. The evaluation of proposals will be based on the following criteria and relative value established by VVTA.

Category A: Technical (Total 50 Points)

1. Completeness of the proposal submitted and compliance with the terms and conditions of the RFP (incomplete or

- vague proposals may be rejected).
2. Demonstrated understanding of the RFP as shown by the contractor's technical proposal.
 3. Project Approach and Methodology proposed by consulting firm and any additions to the scope of work as described by VVTA.

Category B: Organization and Management (Total 50 Points)

1. Experience and qualifications of the proposed project team.
2. Experience and qualifications of the contractor indicating demonstrated levels of expertise based on the proposal and responses to reference checks.

There is no financial component to the evaluation since the proposers are asked to submit a proposal that falls within the project budget of \$150,000 as described within the scope of work.

Letter of Transmittal

The letter of transmittal shall be addressed to Debi Raymond, Clerk of the Board, and include the following:

- VVTA RFP number shown above RFP #11-08
- An identification of the firm(s) involved in the Proposal and which firm of any joint venture is proposed as the prime consultant. While joint ventures are accepted, they are discouraged.
- A statement acknowledging the receipt of all addenda (by number) to the RFP issued by VVTA.
- A statement that the firm has reviewed and accepted the insurance requirements.
- A statement that the Proposal will remain in effect for 120 calendar days after the deadline for receipt of the Proposal by VVTA.
- A contact person to be notified of the Selection Committee's decision(s), including telephone number, fax number, e-mail, and mailing address.
- The name, title, address, e-mail, and telephone number of individual(s) with authority to bind the company contractually and may be contacted during the period of proposal evaluation.
- The legal form of the firm, i.e., sole proprietor, partnership, corporation, etc. If the firm is a corporation, the state in which the company was incorporated shall be identified.

Phase I – Data Collection and Analysis

Task 1.A. Analyze Fixed-Route and Deviated Fixed-Route On-Board Counts

An analysis of service utilization shall be conducted. VVTA will provide

Consultant methodologically and technically sound report for a period to be agreed upon by both parties (October 2011) of boardings and alightings by route, stop, time of day, day of the week, and type of fare. VVTA uses the Avail Technologies Omni Point system featuring GPS and APCs.

The consultant shall evaluate the routes, based upon data supplied and gathered, providing to VVTA at a minimum the following information in report form and graphically where possible:

Aggregate description of each route, including, but not limited to:

- in-service and deadhead miles operated;
- in-service and platform hours operated
- recovery time, on time performance, 60-30 minute headways
- daily ridership by route segment [weekday and Saturday]
- daily ridership by time of day for morning, mid-day and afternoon; weekday and Saturday
- operations cost review

Analysis of each route, to include but not be limited to:

- passengers per hour by route and designated route segments, time-of-day and fare category for weekday and for Saturday ridership;
- passengers per mile by route and by time-of-day;
- schedule adherence at time points, with on-time performance defined as zero minutes early and five minutes late;
- maximum load points and load factors by each stop or route segment;
- identification of trips or portions of trips that exceed 110 percent of seating capacity;
- ratio of revenue miles to total miles operated;
- missed trip history, defined as 15 minutes or more late at the end of the route;
- significant origin-destination combinations;
- other performance indicators per route.

Task 1.B. Rider Survey and Transfer Analysis

Conduct a review of the transfer patterns is to be included as part of the rider survey. Although VVTA does not use transfers, identification of multiple routes used to reach collectors and attractors will be helpful in making decisions for service improvements such as routing modifications with attention to interlining, directional routes, headways, and timed connections.

A rider survey shall be conducted for all routes by service type, urban fixed route, county routes, commuter, and ADA complementary paratransit. The successful proposer will cross tab these data and make comparisons among service types and as compared to the demographics of the Victor Valley in general. Proposer

will make available source data to VVTA.

Surveys will collect at least the following data:

- Passenger characteristics – trip origin and destination by route, trip purpose, frequency of use, fare type, length of usage, frequency of usage, age, gender, race/ethnicity, household income, ranking of possible service improvements, passenger rating of service; consumer disability/ mobility limitation.
- Ridership characteristics, including age, gender, household income, trip purpose, frequency of use and so forth for both weekday and Saturday.

The proposal shall describe the methodology by which such data shall be collected, identifying any additional data items to be collected, and the general timeframe over which data collection shall be undertaken. The manner of presentation of the collected data shall be described, including samples of data analysis/ data presentation as appropriate.

Task 1.C. Describe Local and Regional Development Patterns

The consultant team shall describe the current local patterns of travel by identifying major travel nodes and activity centers within the Victor Valley service area. Through a variety of data collection activities that may include agency interviews, review of published sources, stakeholder interviews, community and political leader interviews, city staffs, as well as other sources, major activity centers shall be identified including, but not be limited to:

- Major commercial areas (existing and planned).
- Major employment areas (existing and planned).
- Health care facilities .
 - St. Mary Medical Center's new hospital to be located on Amargosa Road between Bear Valley Road and Main Street
- Major social service agencies (for example, *Dept. of Aging & Adult*, including nutrition sites; *Jobs, Employment Services Division (JESD)*, including welfare-to-work training sites; *Inland Regional Center, Housing & Urban Development* sites).
- Schools – notably middle schools, high schools and college/ adult education.
 - Identify if there is any justification for new or augmented routing to meet the diminishing school bus service being provided in the valley.
 - Explore opportunities to partner with schools and colleges to provide general public bus service that also meets schools transportation needs.
 - Victor Valley College's planned new satellite campus to be located on Main Street West of the Super Target center.
 - VVC Eastside Public Safety Training Center being built in Apple Valley.

- New (within the past two years) and planned housing developments including housing density plotting, multi-family units, and home values.
- San Bernardino County will be opening a Federally Qualified Health Clinic at the Victor Valley Health Clinic located at 16453 Bear Valley Road in Hesperia. They will be transferring approximately 2,600 patients from the West Side Park School Health Center in Adelanto to this clinic and access via bus route needs to be studied.

Activity center data shall be presented employing GIS technology in a pre-approved format. Any narrative summary of activity center findings should address geographic regions of the service area, as well as ridership groups (e.g. students, seniors, work-trips).

Existing local and projected regional development patterns should be reported, as well as any readily identifiable changes to those patterns anticipated over the next three to five years.

Task 1.D. Identification of Service Issues

The results of the preceding tasks, in addition to any other activities that may be proposed and undertaken by the consultants, shall be compiled along with a summary of findings and discussion of the issues including, but not limited to, the impact on route alignments, increased number of routes, ITS integration, interlining, innovative delivery of transit services, premium paratransit, coverage versus productivity issues, and cost projections with containment strategies. This summary should assess the current structure of VVTA services in terms of the degree of match and mis-match with identified mobility needs and issues.

A discussion of performance measures should be included, assessing individual services' relative viability in relation to measures of effectiveness and efficiency and of TDA-required minimum farebox recovery ratios. Coverage of the overall service area, as well as coverage of individual jurisdictions, should be addressed. Findings from Phase I shall be presented at a scheduled meeting of the VVTA Technical Advisory Committee.

Phase II. Development and Presentation of Alternatives

Task 2.A. Describe Current and Projected Funding Levels

The consultants shall summarize current VVTA operations and capital funding by source in relation to the existing flows of funds.

Task 2.B. Develop VVTA Goals and Objectives/ Performance Standards

In light of the issues identified through Phase I, the consultant team shall propose appropriate goals and related service objectives for VVTA services. Proposed service objectives should be structured with some relationship to the findings from Phase I.

Additionally, the consultants shall propose performance standards for adoption as policy by the Board of Directors and for use in the ongoing monitoring and management of the service. These objectives should establish measurable standards or benchmarks against which service modes are assessed at various points in their life-cycle: initial and introductory service versus mature service (three years). Other performance measures should address related service utilization issues; for example, the number of boardings and alightings per stop to qualify a given stop for a bus bench, shelter, or other amenities. Quantifiable standards proposed should recognize, in some manner, the dispersed, low density areas that comprise much of the VVTA service area and the deliberately maintained rural character in many areas.

Task 2.C. Identify Service Alternatives

The consultants shall prepare alternatives based upon the review and discussion of issues from Phase I. These shall be developed in the context of existing, identifiable funding levels, but may also incorporate reasonable expectations of bringing in new funding sources, where such funds are identified. Most alternatives are expected to address the design and configuration of transit services to be administered by the VVTA, although it may be appropriate to direct some recommendations to other member agencies or organizations. Issues to be addressed include:

- Coverage compared to productivity assessment
- Realignment of current routes
- Recommendations for alternate headways
- Analysis of peak service
- Areas for new route development
- Areas to reduce service
- Analysis of Saturday headways
- Recovery time
- Route additions and/or deletions
- Innovative delivery of transit services
- ITS integration
- Analyze and update premium paratransit concept
- Whether current “ADA only” funds can be made more effective by development of innovative delivery of transit services, ITS, and

implementation of premium paratransit to identified areas/zones beyond or incorporating the ¾ mile ADA rule.

- Review of current ADA “zones” to recommend development of official foundries and incorporate same into Trapeze technology
- Restructured fixed-route and community deviated fixed-route services
- Accessing other/different funding sources
- Relative cost effectiveness (projected cost per rider per service mode, under various scenarios)

Unmet Needs Analysis

The consultants shall review the Authority’s unmet needs to determine if any should be incorporated within the next five (5) years. Over the past five years the most mentioned unmet needs have been:

- Sunday Service
- Route on Apple Valley Road between Hwy 18 and Bear Valley
- Route on Apple Valley Road south of Bear Valley
- Later and earlier hours
- Route to service Escondido and Rancho (2009-present)
- Route to San Joaquin Valley College on Mariposa (2010-present)

The City of Hesperia desires to explore the possibility of relocating the current VVTA transfer point from the Hesperia Post Office located at Olive Street and G Avenue to a location near City Hall on 7th Street north of Main Street. Recommendations concerning this relocation shall be incorporated into any service alternatives.

It is the expectation of the Authority that among the alternatives proposed will be some combination or re-combination of services that might include semi-scheduled service, deviated fixed-route, community service routes or other such alternatives that recognize this area’s low density, long trip-distances, and dispersed activity center characteristics. Alternatives that are responsive to the requirements of the ADA but don’t automatically require two separate service systems (e.g. fixed-route and complementary paratransit) may prove highly desirable for selected parts of the VVTA service area.

The advantages and disadvantages of proposed alternatives shall be identified. At a minimum, any alternative identified shall address:

- Justification and implications of restructured services.
- Ridership implications.
- Budgetary implications (operations and capital requirements as they relate to existing funding levels).
- Staffing and labor implications, including discussion of any necessary changes to the staffing patterns/roles and responsibilities in order to bring about selective recommendations.
- Implementation timeframes.

Alternatives shall be presented at a scheduled meeting of the VVTA Technical Advisory Committee and presented for public comment for purposes of providing input to the consultants prior to identification of the preferred alternative(s).

Task 2.D. Public Comment Opportunity

Upon preparation of the outline of proposed alternatives, the consultants shall schedule and conduct noticed public meetings. These meetings shall be held for purposes of providing the public with an opportunity to hear a summary of key study findings, the proposed service goals and objectives and a presentation of the proposed service alternatives. The public will be invited to offer comment and observations on the proposed alternatives, for consideration by the consultant and VVTA staff in developing the preferred alternative(s).

The consultants shall be responsible for designing the public meeting format, and shall attend the meetings to present study findings and proposed service alternatives, and to receive public comment. Some formal written summary of public comments and how that comment was incorporated into the plans shall be prepared and included as part of the final study products. The consulting team will prepare strategy for staging and attracting public. The Authority will assist in securing meeting locations and disseminating notice of the public meetings.

Phase III. Development of an Action Plan

Task 3. A. Preparation of an Action Plan

Modified by input developed through the Technical Advisory Committee, and after addressing comments or concerns raised by members of the public, the consultant team shall develop a recommended action plan.

At a minimum this shall include:

1. Proposed immediate changes and modifications (within one year).
2. Prioritized long term changes, possibly with a phased-in program over three years.
3. VVTA staffing recommendations in order to implement proposed action plan.
4. Operations and Capital budget requirements and funding plan, including identification of funding sources.
5. Timeline for implementation.
6. Selected strategies or tools for implementation.

Any immediate changes proposed to the routing structure should be accompanied by detailed graphic depictions of route modifications (preferably on MapInfo). Longer term routing changes may be described conceptually in narrative form but should also be conveyed in some graphic format (e.g.,

connecting coverage to this area/ region of the larger service area, or running a semi-schedule route through this area).

Task 3.B. Presentation of the Action Plan

The Action Plan, in draft and in finalized formats, shall be presented to the VVTA Board of Directors at meeting to be agreed upon by consulting team and VVTA staff.

Deliverables

Phase I Findings and Summary of Issues: original	8 copies plus reproducible
Phase II Proposed Alternatives: original	8 copies plus reproducible
Action Plan, draft original	8 copies plus reproducible
Action Plan, Final original	15 copies plus reproducible

All deliverables will also be provided in an editable electronic format Microsoft Word or approved equal. Graphics, mapping, databases, etc. outside of Microsoft Word or equal will be provide in a software format agreed upon by consulting team and VVTA staff.

Electronic versions of all maps including individual routes and system maps produced for this study shall also be provided to the Authority in GIS format. In addition, data tables and respective databases comprised of on-board or passenger surveys conducted on behalf of the Authority shall be provided in electronic format.

PART 2 INSURANCE

Workers' Compensation Insurance: Before beginning work, successful contractor will furnish VVTA a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom it may employ, directly or through subcontractors, in carrying out the work specified herein, as required by the laws of the State of California.

Public Liability and Property Damage: Throughout the term of this Agreement, Contractor will keep in full force and effect, comprehensive, broad form, general public liability, professional liability, and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from Contractor's activities, providing protection of at least One Million Dollars (\$1,000,000) for general and professional liability coverage, per occurrence, and at least One Million Dollars (\$1,000,000) for automobile liability, per occurrence

PART 3 PROTEST PROCEDURES

301. DESCRIPTION OF PROCEDURES

A. General. -- Protests of an interested party regarding the procurement actions of VVTA will be considered and determined in accordance with the following procedures. A protest which is submitted by a party that is not an interested party or which is not in accordance with these procedures shall not be considered by VVTA, and will be returned to the submitting party without any further action by VVTA. For purposes of this Part, the term "bids" includes proposals in response to a RFP, and the term "bidders" includes proposers.

B. Grounds for Protest. -- Any interested party may file a protest with VVTA on the grounds that:

1. VVTA has failed to comply with applicable Federal or State law;
2. VVTA has failed to comply with its procurement procedures;
3. VVTA has failed to comply with the terms of this solicitation, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable; or
4. VVTA has issued restrictive or discriminatory specifications.

C. Contents. -- A protest must be filed in writing and must include:

1. The name and address of the protestor.
2. The name and number of the procurement solicitation.
3. A detailed statement of the grounds for the protest, including all relevant facts and the Federal or State law or the provision of VVTA procurement procedures, or specific term of the solicitation alleged to have been violated.

4. Any relevant supporting documentation the protesting party desires VVTA to consider in making its decision.
5. The desired relief, action, or ruling.

D. Delivery. -- Protests should be submitted to:

Protest
VVTA RFP 2011-01
Victor Valley Transit Authority
11741 East Santa Fe Avenue
Hesperia, CA, 92345-8305

All protests must be received at VVTA offices during normal office hours of 8:00 am PST to 5:00 pm PDST.

E. Completeness of Protest. -- If any of the information required by this Section is omitted or incomplete, VVTA will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. This provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

F. Timing Requirements and Categories of Protests. -- VVTA will consider the following categories of protests within the time period set forth in each category:

1. Protests regarding solicitation process or documents

Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than (5) five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by VVTA. Any protest based on such grounds not filed within this period will not be considered by VVTA. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.

2. Protests regarding evaluation of bids or proposals

Any bid protests regarding the evaluation of bids or proposals by VVTA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with VVTA no later than (72) seventy-two hours after the protestor's receipt of VVTA's written notice of its decision or intended decision to award a contract. Any protest filed after such date/time which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by VVTA.

302. REVIEW OF PROTEST BY VVTA

A. Notice -- VVTA will notify the protestor within three days of timely receipt of a protest that the protest is being considered.

B. Request for Information -- In the notification, VVTA will inform the protestor of any additional information required for evaluation of the protest by VVTA, and set a time deadline for submittal of such information to VVTA. If VVTA requests additional information and it is not submitted by the stated deadline, VVTA may either review the protest on the information before it, or decline to take further action on the protest.

C. Informal Conference -- VVTA may, at its sole discretion, hold an informal conference to review the merits of the issues raised by the protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by VVTA in deciding the protest if it is submitted to VVTA in writing no later than (72) seventy-two hours after the conference conclusion.

303. EFFECT OF PROTEST ON PROCUREMENT ACTIONS

A. Protests Regarding Solicitation Documents or Process. -- Upon receipt of a timely protest regarding the solicitation process or the solicitation documents, VVTA will postpone the opening of the bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless VVTA determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.

B. Protests Regarding Bid Evaluation or Contract Award. -- Upon receipt of a timely protest regarding evaluation of bids or the approval or award of the contract, VVTA will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder may not recover costs resulting from any delay.

304. ABILITY TO PROCEED

Notwithstanding the pendency of a protest, VVTA reserves the right to proceed with the appropriate step or action in the procurement process or in the implementation of the contract in the following cases:

1. Where the service to be procured is urgently required;
2. Where VVTA determines, in writing, that the protest is vexatious or frivolous;
3. Where delivery or performance will be unduly delayed, or other undue harm to VVTA will occur, by failure to make the award promptly; or
4. Where VVTA determines that proceeding with the procurement is otherwise in the public interest.

305. SUMMARY DISMISSAL

VVTA also reserves the right to summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been considered and adjudicated by VVTA in a previous protest in the same solicitation or procurement action.

306. DECISION ON PROTEST

A. Recommendation -- After review of a protest submitted, VVTA management staff shall make a recommendation to the VVTA Executive Director of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences with the protestor, and VVTA's own investigation and analysis.

B. Decision -- The decision of the VVTA Executive Director shall be in writing and shall be the final and binding agency action. Except in exceptional circumstances, the decision of VVTA Executive Director will be rendered within 30 days after the date all relevant information is submitted pursuant to the deadlines set forth in this section.

C. Actions Following Decision

1. If the protest is upheld, VVTA will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of Bids, revised evaluation of Bids, or VVTA determinations, or termination of the contract.

2. If the protest is denied, VVTA will lift any suspension imposed and proceed with the appropriate stage of the procurement process or contract, as the case may be.

307. APPEALS

A. Judicial Appeals. -- A protest adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California.

B. Federal Transit Administration Appeals only if Federal Funds are Used in the Procurement.

1. A protestor adversely affected by a bid protest decision of the VVTA Executive Director may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1, as currently in effect as of the date of VVTA's decision on the bid protest.

2. Under the provisions of the FTA Circular, FTA will only review protests regarding the alleged failure of VVTA to have written protest procedures or the alleged failure to have followed such protest procedures or the alleged failure to review a complaint or protest.

3. In accordance with the FTA Circular, such protest must be filed no later than (5) five days after the protestor knew or should have known of VVTA's alleged failure listed above.

4. Under the following conditions, VVTA may proceed with the procurement regardless of a pending protest to the FTA:

- a.** The items to be procured are urgently required;
- b.** Delivery or performance will be unduly delayed by failure to make the award promptly; or,
- c.** Failure to make prompt award will otherwise cause undue harm to VVTA or the Federal Government .

PART 4 TERMINATION, CHANGE ORDERS,

TERMINATION OF CONTRACT

VVTA may, for its convenience, terminate this contract at any time by a notice in writing from VVTA to CONSULTANT by certified mail. If the Contract is terminated by VVTA as provided herein, CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Contract, unless payments of compensation have previously been made.

CHANGE ORDERS

The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent VVTA from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by CONSULTANT hereunder, nor to cancel any of the services not performed at the time notice is given to CONSULTANT of the cancellation of such services or portion of the work to be performed hereunder.

GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

PART 5 FEDERAL REQUIREMENTS

No Federal Government Obligations to Third Parties.

Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party provider, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipient and third party provider.

False or Fraudulent Statements and Claims

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.

1. 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.

Access to Records

The following access to records requirements apply to this Contract:

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 49 C. F. R. 18.36(l), 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 the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. 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.

5. 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.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain 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 49 CFR 18.39(l)(11)

Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) 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.

Civil Rights

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights

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

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

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

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

Termination Provisions

a. Termination for Convenience

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

b. Termination for Default

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

If it is later determined by VVTA that the Contractor had an excusable reason for

not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, VVTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure

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

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

d. Waiver of Remedies for any Breach

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

Disadvantaged Business Enterprise Provision

1. The Federal Fiscal Year goal has been set by VVTA in an attempt to match projected procurements with available qualified disadvantaged businesses. VVTA goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by VVTA as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, VVTA may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and VVTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106© of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106© of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

Furthermore, VVTA promotes the development and increase in the

participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of VVTA procurement activities are encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, VVTA may declare the contractor noncompliant and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with VVTA DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of VVTA and will be submitted to VVTA upon request.

(e) (Name of grantee) will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- * Identification of qualified DBE

- * Available listing of Minority Assistance Agencies

- * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

I. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

II. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. or

III. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

IV. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

I. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

II. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

III. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

IV. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

V. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

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 4220.1D, dated April 15, 1996, 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 (name of grantee) requests which would cause VVTA to be in violation of the FTA terms and conditions.

Government Debarment Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of: the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to VVTA if it learns that a person involved in a covered transaction has been excluded. VVTA must then provide written notice to the Federal Transit Administration.

Patent Rights

1. General - If any invention, improvement, or discovery of VVTA or any of its third party contractors is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any Foreign country, VVTA agrees to notify FTA immediately and provide a detailed report.

2. Federal Rights - Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of VVTA, third party contractor, subrecipient and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, VVTA agrees that, irrespective of its status or the status of any subrecipient or any third party provider at the tier (i.e., a large business, small

business, state government or state instrumentality, local government, non-profit organization, institution of higher education, individual, etc.), VVTA agrees it will transmit to FTA those rights due the Federal Government in any invention resulting from that third party contract described in U.S. Department of Commerce regulations, "Rights to Grants, Contracts and Cooperative Agreements", 37 C.F.R. Part 401.

Rights in Data and Copyrights

1. Definition

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement. 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 analysis, and similar information incidental to Project administration.

2. Federal Restrictions

The following restrictions apply to all subject data files produced in the performance of the Grant Agreement or Cooperative Agreement:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the 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.

3. Federal Rights in Data and Copyrights

In accordance with 49 C.F.R. § 18.35 and 49 C.F.R. § 19.36, 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 the "subject data" described in the following sections. As used in the previous sentence, "for General 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 other parties.

- a. Any subject data developed under the Grant Agreement or Cooperative Agreement, or under a third party contract or subagreement financed by the Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
- b. Any rights of copyright to which VVTA, a subrecipient, or a third party provider purchases ownership with Federal assistance.

4. Special Federal Rights or Planning, Research, and Development Projects

When FTA provides financial assistance for a planning, research, development, or a demonstration Project, it is FTA's general intention to increase transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Recipient of FTA financial assistance to support a planning, research, development, or a demonstration Project agrees that, in addition to the rights in data and copyrights, FTA may make available to any FTA recipient, subrecipient, third party provider, or third party subcontractor, either FTA's license in the copyright to the subject data derived under the Grant Agreement or Cooperative Agreement, or a copy of the subject data first produced under the Grant Agreement or Cooperative Agreement. If the Project, which is the subject of the Grant Agreement or Cooperative Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined above and shall be delivered as the Federal Government may direct. This section, however, does not apply to adaptations of automatic data processing equipment or programs for VVTA use whose costs are financed with Federal transportation funds for capital projects.

5. Hold Harmless

Unless prohibited by state law, upon request by the Federal Government, VVTA agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from willful or intentional violation by VVTA of proprietary rights, copyrights, or right of disposition of any data furnished under the Grant Agreement or Cooperative Agreement. VVTA shall not be required to indemnify the federal Government for any such liability arising out of the wrongful acts of employees or agents of the Federal Government.

6. Restrictions on Access to Patent Rights

Nothing contained in this section 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.

7. Application to Materials Incorporated into Project

The requirements of these sections do not apply to material furnished by VVTA and incorporated into the work carried out under the Grant Agreement or Cooperative Agreement, provided that VVTA identifies the incorporated material at the time of delivery of the work.



The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this Solicitation.

Printed Name, Title

Company Name

Signature

Date

Proposing Firm Name:

Mailing Address:

Phone Number:

By: _____