

Addendum #1 – Cover Page Correction

REQUEST FOR PROPOSALS

Veterans Transportation Web Portal for Inland Southern California

RFP #VTCLI - **October 2013**



INLAND EMPIRE UNITED WAY

Gregory Bradbard, President/CEO
Gary Madden, Director, 211 San Bernardino County
9644 Hermosa Avenue
Rancho Cucamonga, CA 91730

DATE ISSUED: **Tuesday, October 29th, 2013**

CLOSING DATE AND TIME: **5:00 p.m. PDT, Friday, December 6th, 2013**



Proposal Cover Sheet

**INLAND EMPIRE UNITED WAY
Veterans Transportation Web Portal for Inland Southern California
RFP #VTCLI - October 2013**



Step 1. Review this RFP packet in its entirety.

This Veterans Transportation Portal for Inland Southern California RFP packet provides details about the grant process. The packet is available on our website, www.211sb.org/RFP. Information about how to address questions or requests is explained herein.

Step 2. Complete the information requested below.

ORGANIZATION:	EIN:	
PROGRAM TITLE:	FUNDING REQUEST AMOUNT:	
ADDRESS:	CITY:	ZIP:
CONTACT PERSON:	TITLE:	
E-MAIL:	PHONE NUMBER:	
COMPANY EXECUTIVE:	TITLE:	
E-MAIL:	PHONE NUMBER:	

- Release date: **Tuesday, October 29th, 2013.**
- Questions due in to gadden@ieuw.org not later than 5:00 p.m. Pacific Daylight Time on **Friday, November 8th, 2013.**
- Answers to all questions posed will be provided via email (to email provided on this Proposal Cover Sheet) to all applicants on **Wednesday, November 13th, 2013** and also posted in the "RFP" page of www.211sb.org.
- Completed proposals either in person or by courier service (6 hard copies and 2 digital copies on .pdf, emailed to gadden@ieuw.org) due in NOT LATER THAN 5:00 p.m. Pacific Daylight Time on **Friday, December 6th, 2013** at:
 - 9624 Hermosa Ave, Rancho Cucamonga, CA 91767

Request for Proposal

Veterans Transportation Web Portal for Inland Southern California

1. INTRODUCTION

Inland Empire United Way (IEUW), through its joint initiative, 211 San Bernardino County and in response to a Federal Transit Administration VTCLI project (Veterans Transportation and Community Living Initiative), is requesting proposals from qualified firms to expand the 2-1-1 website software system. The purpose of this project is to support and enhance the ability of veterans living in the Inland Southern California region of San Bernardino and Riverside Counties in locating transportation information that can enable them to make needed trips

The Successful Proposer shall be responsible for Tasks #1, #2, and #3, identified in the Scope of Services located in Section 3. Interested firms should submit a proposal that addresses the factors listed in Tasks 1, 2, and 3.

The Successful Proposer shall contract with the IEUW, the administrator of the Contract. The maximum award of the contract shall not exceed the amount awarded through the Federal Transit Administration ("FTA") Grant and the local match for Tasks 1, 2, and 3 or \$250,000.

2. DEFINITIONS

The term "IEUW" shall refer to Inland Empire United Way.

The term "Contract" shall refer to the Contract that may result from this Request For Proposal, and may include any resulting work authorizations, notices to proceed, and/or purchase orders.

The terms "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.

The term "Proposal" shall refer to any Proposal(s) submitted in response to this Request For Proposals.

The term "Proposer" shall refer to anyone submitting a Proposal in response to this Request For Proposals.

The term "Procurement Officer" shall refer to the IEUW staff member designated as the Procurement Officer.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request For Proposals.

The terms "Request For Proposals," "RFP," or "Solicitation" shall mean this Request For Proposals including all Forms, Affidavits, Exhibits, and amendments or change orders issued by the IEUW.

The term "Sub Contractor" or "Sub Consultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Scope or Services, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Work," "Services," "Program," "Project," or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

3. SCOPE OF SERVICES

Under the auspices of the Federal Transit Administration's (FTA) Veterans Transportation and Community Living Initiative (VTCLI) funding and with additional resources from San Bernardino Associated Governments, the county transportation commission, and Valley Transportation Services (VTrans), the San Bernardino Valley's new consolidated transportation services agency (CTSA), and support from Riverside County Transportation Commission as well as Omnitrans, this project intends to design a web-based information tool that will help to improve access of veterans and their families, those with disabilities and other vulnerable populations to available transportation resources within the greater inland Southern California area, specifically Riverside and San Bernardino Counties. This project is part of a larger effort "One-Call/One-Click Veterans Transportation Initiative of Inland Southern California" that through information seeks to improve the mobility choices available to veterans and their families.

This RFP concerns the One-Click capability and the design of a web-based information consolidator that will provide links to transit information that is dynamically changing. It should be readily accessible to Veterans who may enter it with any number of trip requirements, needing direction to the specific trip information useful to them. User-friendly and well-organized, the site will guide users through a range of agency links that could include fixed-route, Metrolink, van pools, general public and specialized transportation resources and some human service agency transportation resources, including differentiation between curb to curb and door to door. Important will be the developing of links to existing Trip Planner capabilities. All of the public transit operators in Riverside and San Bernardino Counties provide GTFS data to Google Transit, and have robust trip-planning capabilities in place for fixed-route transit. These must continue to have a prominent place on the website for identifying local trip itineraries.

The site needs to enable other functions to come on-line at later dates. For example, the larger coalition of stakeholders may create printable Trip Planner tools, simple and attractive pdf instructions, to aide way-finding between specific origins and destinations common to Veterans and their families. Towards that end, the site should be easily programmable by agency staff, working in a WordPress or similar environment.

It is desirable that the website application be able to be easily read on mobile telephones to facilitate its use on smart phones. It is desirable that a response to this RFP include additional access options, such

as smart phone apps, email responses, saved travel searches, and if possible, text communication options.

This project will build upon the www.IE511.org Veterans' Transportation webpage initially established for the project and which presents various lists of available transportation. The information consolidator webpage will also utilize the 2-1-1 phone number and existing call center infrastructures of both San Bernardino and of Riverside counties. This service is accessible by phone currently in San Bernardino and Riverside Counties with the 211 Veterans Specialist, recently added to the 211 staff.

An underlying purpose of this VTCLI effort is to assist and encourage Veterans and others to reach out and help themselves, whatever their needs through current, relevant information retrieval and connection to appropriate resources. A second purpose is to capture Veterans' travel patterns over time so that this potentially substantial data set can inform future decision-making for transportation providers in order to better serve this large and growing, disconnected population, many of whom need and all deserve our careful attention.

Under the One Call One Click concept, this RFP seeks to guide individuals as to the availability of transportation services and how to determine how to travel from one point to another within the Southern California inland areas. Ideally, it will inform as to how much such travel will cost. For regional trip-making, the One-Call/One-Click consolidated transportation information service will seek to identify variables by which to determine appropriate transportation options for the individual.

Ideally, the system will screen for factors including, but not necessarily limited to:

- Availability of public transit service that generally serves the veteran's travel path from a point of origin to a given destination;
- Whether making a trip will require multiple transportation services to travel to distant points across county lines, and scheduling requirements;
- Whether the times of day when that the public transit or specialized transit service is running will address the individual's travel requirements;
- Has components that are "Bobby Friendly" or like and can be read by computer-automated readers for persons with visual impairments;
- Eligibility for the service;
- Passenger fare costs and where passes can be purchased or fare can be paid;
- Other requirements of the user such as personal mobility limitations, use of mobility devices or traveling with a personal care assistant.

Of concern is the reality that not all trips needed by Veterans can readily be made on available public transportation. This means that "the next best option" will have to be identified, ideally by the information consolidator's capability, to assist the veteran.

The Successful Proposer will be contracted to accomplish the goals of this project consistent with the federal grants awarded to IEUW. The available grant funds will be used to pay for the entire cost of this project, including consultant time, product purchase, project implementation, support/maintenance, and all other items outlined in this Scope of Services or detailed elsewhere in this RFP.

The general objectives of this project include development of or establishing the platforms for:

- The creation and implementation of a user-friendly, mobile-device-optimized web portal that consolidates transportation information, incorporates trip planner capabilities and captures input, provides for feedback, incorporates appropriate low maintenance RSS feeds and other social media linkages, and includes simplified administration and reporting functions;
- Development of a design approach to be brought to the One-Call/One-Click Project Steering Committee, a group that helps to ensure sustained participation by the transit providers and facilitates marketing of this resource to veterans and through the stakeholder agencies.
- Smoothly integrating with and providing seamless access to the public transit providers and the specialized transit providers whose services are identified on the website.
- Smoothly integrating with and providing seamless access to the additional resources from 211 San Bernardino and 211 Riverside.
- Working directly with designated 2-1-1 staff to implement and with presentation on at least two occasions to the Southern California Inland Veterans One Call/One Click Project Steering Committee, early in the process and upon project completion.
- Enabling trip planning tools to facilitate “trip discovery” across as many modes as possible within the region, while building towards a “trip transaction” or “trip booking” capability for the future with regard to flexible transit services and demand responsive transportation.

A conceptual dilemma this project faces is that there are many trips from parts of San Bernardino and Riverside Counties to places to which veterans may wish to travel that cannot now be served. This website’s information tools will have to develop an ability to recognize trips that cannot easily be served by existing resources but still give the individual inquiring some basic information as to what they can do. For example:

- from Barstow, the B-V Link leaves three times daily to the San Bernardino Valley where you can connect to Metrolink or Omnitrans;
- from Palm Desert the new Route 220 makes three round trips into downtown Riverside from which you can catch connecting buses to Loma Linda VAMC.

Care around site design and its use of language will be important in addressing trips that cannot now be served but potentially could be at a future date.

PROJECT TASKS

The Successful Proposer shall be responsible for Tasks #1, #2, and #3, recognizing the following precepts in terms of the final product:

- Software work products produced under this contract must be released under an "open-source" license so that the source code and software may be utilized in other projects. One such license is Apache 2.0. Alternatives include GPL, LGPL, BSD, MIT, and the Mozilla license. Contractor should recommend an open source license based on program goals.

- We require that data about demand-response service areas and other parameters should be stored in a geospatial SQL database so that it can be accessed by a variety of applications. Emerging standards may be useful for describing services (https://groups.google.com/forum/?fromgroups#!topic/gtfs-flexible-wg/icHrAEIPQ_w)

Task #1: One Click Web Portal:

1.1 Develop a design approach that addresses the functionality described further below, providing opportunity for input from two audiences:

- the 2-1-1 IEUW staff who will host and maintain this site
- the transit provider stakeholders whose links will be prominent on this site

This design approach should address both the functionality of the site in relation to how information is posted and maintained as well as functionality in terms of how a user moves around the site and when or how they leave the site to go to a public transit provider's site.

1.2 Conduct a workshop session with Steering Group members to present proposed approach to these two audiences. As part of this workshop, identify proposed hardware and software requirements to operate the site. Based upon input from the workshop, prepare revised Portal approach.

1.3 Provide web server and appropriate software and open source programming code for complete web portal that addresses the elements detailed below as deliverables and is compatible with Apache 2.0 and like alternatives.

Deliverables required:

High Performing Web Server:

1.3.a Project is to be accomplished in full coordination with designated IEUW staff and the server will be co-located at an IEUW chosen hosting site;

1.3.b Web development: PHP preferred, with:

1.3.b.1 Google Transit's trip planner embedded for fixed-route trip planning;

1.3.b.2 Trip planner tools and instructions for regional trips that are not likely served by existing community-based public transit and may require other non-public transit solutions

1.3.b.3 Inclusion of, with summary-level information about, links to additional San Bernardino and Riverside transportation providers;

1.3.b.4 Establish a protocol for updating and making current these transportation resources, so as to ensure the viability and usefulness of the site over time.

1.3.b.5 User feedback functionality for broken links, additional resources not listed, site suggestions, complaints, etc.

1.3.b.6 Total website optimization for mobile devices, independent of phone apps, in addition to appropriateness for desktop usage

1.3.b.6 Intuitive ease of use

1.3.b.7 Report interface for collecting and reporting on travel origin and destination points and basic user information, user feedback, and site usage

1.3.b.8 Project partner page with links

1.3.b.9 Relevant RSS feed functionality and other low maintenance social media linkages

1.3.b.10 Site accessibility for people with visual impairments

1.3.b.11 Widget and QR code development. Widget graphic provided by IEUW is the project logo identified on this RFP's face page.

1.3.B.12 High level digital site security

1.3.c Ensure and demonstrate that the completed system application is integrated with the information & referral systems currently in use by 211 Riverside and 211 San Bernardino counties

1.3.d Provide some marketing direction with regard to the One-Click site as it pertains to how IEUW and the partner agencies will work with or use the site, in relation to their own websites, and extend it to veterans.

1.3.e Provide support/maintenance assistance services for up to one year following the initial roll-out. The services shall be provided pursuant to an Agreement, which shall be subject to approval by IEUW.

Completion Date: Task #1 shall be completed within five (5) months after execution of the Contract.

Task #2: Mobile Device Optimization of the One-Click Web Portal

2.1 Software development, icons, and creation of a mobile device portal based on Task 1 optimized for viewing on smart mobile devices.

Deliverables required:

Functionality for smart mobile devices using iOS, Windows Phone, and Android frameworks:

2.1.a Simplified for ease of use

2.1.b Including as much functionality as possible from the portal for travel navigation and accessing resources

2.1.c Automatic recognition of device particulars

2.1.d Provide a written summary of the website's functionality for end product and a timeline, segmented with definable objectives.

2.1.e Provide support/maintenance assistance services for one year following the initial roll-out. The services shall be provided pursuant to an Agreement, which shall be subject to approval by IEUW.

2.1.f High level digital security

2.1.g Including, if possible, website functions available utilizing the iCarol search functionality embedded in the 211 San Bernardino website (211sb.org) and the 211 Riverside website (<http://www.connectriverside.org/programs-and-services/211-riverside-county/resources-database/>) for accessing additional resource information. The iCarol API is available from the CharityLogic Corporation at info@CharityLogic.com.

Completion Date: Task #2 shall be completed within seven (7) months after execution of the Contract.

Task #3: Implementation:

3.1 Provide for the successful implementation of the project, allowing opportunity for “testing” the site by IEUW and key stakeholders and to suggest or propose enhancements that will facilitate its use. Some funds should be budgeted by the consultant team for this testing process, as well as for maintenance during its first 12 months of operation.

Deliverables required:

3.1.a Provide a written product that details procedures for how partner agencies will interact with the new site, how additional transportation partners may be added and how to determine when a partner should be removed.

3.1.b. Provide training for the initial roll-out of the project, including at least one individualized training at each of the two 211 provider sites, 211 Riverside and 211 San Bernardino, and one session that can be adapted to include the partner organizations and address their issues and questions

3.1.c Be responsible for ensuring that the finished products are ADA compliant.

3.1.d Include data reporting functionality on all data collected. i.e. origin/destination, helpfulness of the service provided, customer satisfaction, etc.

3.1.e Successfully implement and roll out the product/system in accordance with the requirements set forth in this RFP.

3.1.f Support/maintenance agreement.

3.1.g System user manual or training guide.

4. GENERAL TERMS AND CONDITIONS

4.1 AVAILABILITY OF REQUEST FOR PROPOSAL

Copies of this Solicitation package may be obtained from IEUW at 9644 Hermosa Avenue, Rancho Cucamonga, CA 91730. To request the Solicitation package through the United States Postal Service, mail your request to:

RFP #VTCLI-October 2013

9644 Hermosa Avenue

Rancho Cucamonga, CA 91730

Request must include the name of the Proposer's contact person, the Proposer's name, and complete mailing address, telephone number, and fax number. A minimum cost of fifteen cents (15¢) per page shall apply to requests for hard copies of this RFP.

Proposers who obtain copies of this Solicitation from sources other than the IEUW risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

4.2 CONTACT INFORMATION

The contact information for IEUW's Procurement Officer for this project is:

Gary Madden, Director, 211 San Bernardino County
Inland Empire United Way
9624 Hermosa Avenue
Rancho Cucamonga, Ca 91730
gmadden@ieuw.org

4.3 CONTENTS OF SOLICITATION

a) General Conditions.

1) A total of \$250,000 is available for this solicitation. Proposals requesting more than that will not be evaluated.

2) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. By the submission of a Proposal to do the Work, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of IEUW or the compensation to be paid to the Provider.

3) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and State and Federal Statutes, Rules, and Regulations.

b) Questions and Answers

1) Any questions or other requests from Proposer(s) regarding the Solicitation must be submitted to gmadden@ieuw.org for consideration NOT LATER THAN 5:00 p.m. PDT on Friday, November 8th, 2013. Questions submitted past this deadline will neither be answered nor included in the "RFP" page of www.211sb.org. Questions and answers will be captured as they are communicated. Questions and answers will be sent to all Proposers by email and posted on the RFP page of the 211 San Bernardino website (www.211sb.org/RFP) as soon as possible. Any alterations to this RFP resulting from Questions and Answers shall be published in an amendment. The amendment will be sent to all attendees by email

and posted on the RFP page of the 211 San Bernardino website (www.211sb.org/RFP). The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued shall prevail.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Scope of Services, or any amendment issued, the order of precedence shall be: the last amendment issued, the Scope of Services, and then the General Terms and Conditions.

4.4 PROPOSAL MINIMUM REQUIREMENTS

A.) Preparation/Submission.

- 1) The Proposal Forms and affidavits set forth in this RFP shall be completed and submitted with the Proposal. Failure to complete and submit the enclosed forms and affidavits or use of any other forms shall result in the rejection of the Proposer's Proposal.
- 2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink, and any corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.
- 3) Any telegraphic or facsimile Proposal shall not be considered.
- 4) The apparent silence of the specifications or the omission from the specifications of a detailed description concerning any materials or services requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the specifications and Scope of Services shall be made upon the basis of this Solicitation.
- 5) Any questions concerning the intent, meaning and interpretation of the RFP documents shall be submitted during the Mandatory Bidders Conference detailed under section 4.3 of this document.

All Proposals shall be submitted **NO LATER THAN 5:00 PM, Pacific Daylight Time, on Friday, December 6th, 2013** to:

Gary Madden, Director, 211 San Bernardino County
Inland Empire United Way
9624 Hermosa Avenue
Rancho Cucamonga, CA 91730

All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their Proposal is time stamped in the office of the IEUW by 5:00 PM, local time, on December 6th, 2013. Failure of a Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time

stated above shall render such Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

4.5 CONTENT AND FORMAT OF THE PROPOSAL

Proposals shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal." The outside of the sealed package shall clearly indicate RFP #VTCLI-OCTOBER 2013, "Expansion of the 2-1-1 Website System & Enhancement of 2-1-1 Phone Services" and shall include the Proposer's name, address and the name and telephone number of the Proposer's specific contact person. The Proposal shall contain a total of six hard copies consisting of: one (1) unbound copy, five (5) bound copies, and two (2) CDs with identical .pdf scans of the hard copy format and is required to be submitted to IEUW by the date and time indicated in Section 8. Each copy shall contain all required information in order to be considered responsive. Failure to submit the Proposal in the manner required above may result in the Proposal being deemed non-responsive. The Proposal shall be submitted in accordance with the following requirements and in the following order:

Cover Page

The form entitled PROPOSAL COVER SHEET is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the Proposal. A custom cover page may be placed in front of the Proposal Cover Page.

Transmittal Letter

The transmittal letter should provide a brief overview of the Proposal stating the Proposer's understanding of the Work to be done consistent with the material presented in the Proposal, a commitment to perform the Work within the time frame specified in the scope of services, and statements why the firm believes itself to be best qualified to perform the engagement. The transmittal letter shall be signed by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Table of Contents

The table of contents should outline in sequential order the major areas of the Proposal, including the Scope of Services, affidavits and forms. All pages of the Proposal, including enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

Summary of the Proposer's Qualifications

Provide a brief summary describing the Proposer's ability to perform the Work requested in this Solicitation, a history of the Proposer's background and experience providing services, the qualifications of the Proposer's personnel to be assigned to this project, the subcontractors, sub consultants, and/or suppliers and a history of their background and experience, a list of relevant

projects in the last three (3) years and the timeliness in which they were completed, and any other information called for by this Solicitation which the Proposer deems relevant, including restating any exceptions to this Solicitation. This summary should be brief and concise to apprise the reader of the basic services proposed, experience and qualifications of the Proposer, staff, subcontractors, sub consultants, and/or suppliers.

Technical Information and Approach to Scope of Work

Describe the Proposer's approach to organization management and the responsibilities of Proposer's management and staff personnel that will perform Work on the Contract; describe method employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training, and timely initiation and completion of all Work. This should include a schedule with key milestone activities.

Fee Proposal Form

The Fee Proposal Form shall be completed and submitted with the Proposal.

Forms/Affidavits/Attachments

Attach all fully executed forms/affidavits/attachments in the order shown in the Appendix section of this Solicitation.

4.6 TENTATIVE SCHEDULE

The anticipated schedule for this Solicitation and the ranking of qualified Proposals shall be as follows, and may be altered at any time to meet the needs of IEUW upon written notice:

- **Release date: Tuesday, October 28th, 2013.**
- **Questions due in to gmadden@ieuw.org not later than 5:00 p.m. Pacific Daylight Time on Friday, November 8th, 2013.**
- **Answers to all questions posed will be provided via email (to email provided on this Proposal Cover Sheet) to all applicants on Wednesday, November 13th, 2013 and also posted in the "RFP" page of www.211sb.org.**
- **Completed proposals either in person or by courier service (6 hard copies and 2 digital copies on .pdf) due in NOT LATER THAN 5:00 p.m. Pacific Daylight Time on Friday, December 6th, 2013 at:**
 - **9624 Hermosa Ave, Rancho Cucamonga, CA 91767**

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4.7 PROPOSAL EVALUATION CRITERIA

Mandatory Minimum Requirements

In order for a Proposal to be considered, the Proposer must meet the following mandatory minimum requirements:

1. Proposers shall possess all licenses, business tax receipts and/or permits required to perform the Work requested herein in the State of California.
2. Proposers shall possess, and demonstrate using the Personnel and References forms provided, five (5) years of experience, knowledge, skills, and abilities with a project(s) of similar size and complexity in accordance with the scope of services.

To meet the above requirement(s), the Proposer may use qualifications and resources of a Sub-Consultant that will be used by Proposer to perform the Work. Use of sub consultants to meet such requirements shall be clearly indicated in the Proposal.

Criteria and Scoring

Evaluation Criteria		Score
Merit of Proposal/Presentation	<ul style="list-style-type: none">• Proposal, thoroughness and approach;• Demonstrated understanding of project and requirements.	35
Qualifications and Expertise	<ul style="list-style-type: none">• Staff qualifications;• Adequacy of staff to perform work.	30
Record of Past Performance	<ul style="list-style-type: none">• References;• Ability to work effectively with ILP and related parties;• Demonstrated ability to complete work tasks within project timelines and project budgets.	25
Fees	<ul style="list-style-type: none">• Reasonableness of costs	10

4.8 MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal.

A Proposal shall not be modified or corrected after it has been deposited with IEUW. The modification or correction of a Proposal after it has been deposited with IEUW shall constitute a breach by the Proposer, and any such Proposal shall not be considered by IEUW.

b) Withdrawal of a Proposal.

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A Proposal may be withdrawn only by written communication delivered to the Procurement Officer prior to the Solicitation Closing Date & Time. A Proposal may also be withdrawn following thirty (30) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Procurement Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

4.9 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Closing Date & Time shall be deemed unresponsive, and shall not be opened or considered. Modifications of Proposals received after the Solicitation Closing Date & Time shall also not be considered. Withdrawals of Proposals received after the Solicitation Closing Date & Time or prior to the expiration of ninety (90) calendar days after the Solicitation Closing Date & Time shall not be considered.

4.10 SOLICITATION POSTPONEMENT OR CANCELLATION

IEUW may, at its sole and absolute discretion, reject any and all Proposals, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation, or in the Proposals received as a result of this Solicitation.

4.11 COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to IEUW, and any work performed in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received, or for any other effort required of or made by the Proposer prior to commencement of Work as defined by a fully executed contract.

4.12 ORAL PRESENTATIONS

Proposers may be required to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration shall be performed before the Evaluation/Selection Committee. If required, Proposers will be notified in writing prior to the date of the presentations.

4.13 EXCEPTIONS TO THE SOLICITATION

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be clearly specified in the Proposer's cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

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Where exceptions are taken, IEUW, in its sole discretion, shall determine whether to consider the exception, and/or the acceptability of the proposed exceptions. IEUW, after completing the evaluation of the exception, may accept the Proposal with the exception, reject the entire Proposal due to the exception taken, or deem the Proposal non-responsive.

PROPOSERS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK. IEUW is under no obligation to accept or consider any exceptions, or accept any Proposal with an exception.

4.14 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of Proposals, will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, California Statutes, popularly known as the "Public Record Law." In the event that a Proposer believes that information to be submitted is exempt from public record inspection, the Proposer must claim the applicable exemptions to disclosure provided by law in its response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. IEUW reserves the right to make all final determination(s) of the applicability of the California Public Records Law.

All Proposals submitted in response to this solicitation become the property of IEUW. Unless the information submitted is proprietary, copy written, trademarked, or patented and the Proposer informs IEUW of such protections, IEUW reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal, in its best interest. Acceptance or rejection of any Proposal shall not nullify IEUW's rights hereunder.

4.15. AWARD OF CONTRACT

The successful applicant will be required to execute a service agreement with IEUW. A Draft Agreement has been appended to this RFP to alert proposers to the provisions generally found in the contract. The Draft Agreement may be altered from the enclosed form at the discretion of IEUW and without notice to the Subcontractor prior to award of contract. IEUW does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

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Sign the following statement (Agency Executive Director).

I have read and understand the guidelines and requirements for Veterans Transportation Portal for Inland Southern California RFP #VTCLI-July 2013. The undersigned hereby certify: 1) The information in this application and various attachments are true and correct to the best of our knowledge and 2) We agree to fulfill the responsibilities stated therein on behalf of my organization and all collaborative partners.

Executive Director (type name)

Title (type title)

Signature

Date

If Applicable:

Board President/Chair (type name)

Title (type title)

Signature

Date

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APPENDIX: FORMS AND AFFIDAVITS

All forms and affidavits provided in this RFP must be completed and submitted with a Proposal in order for the Proposal to be considered. Failure to complete and submit the attached forms and affidavits will result in a Proposal being deemed non-responsive.

Veterans Transportation Portal for Inland Southern California

FEE PROPOSAL FORM

PERSONNEL

Position	Hourly Wage	Hours Allocated	Amount
Total Personnel			

NON-PERSONNEL

Expense	Amount
Total Non-Personnel Expense	

TOTAL PROPOSED SUBCONTRACT BUDGET (Personnel + Non-Personnel Expenses)	
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AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Inland Empire United Way in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Inland Empire United Way of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

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ANTI-KICKBACK AFFIDAVIT

I, _____, solemnly affirm and declare under penalties of perjury and upon personal knowledge that I have read, understand, and subscribe to the Anti-Kickback Act, 41 U.S.C § 51-58 et.seq. of November 7, 1986--an Act to strengthen prohibition of kickbacks relating to subcontracts under Federal Government contracts.¹ Specifically, the Anti-Kickback Act of 1986 under 41 U.S.C. § 53. "Prohibited Conduct" states:

It is prohibited for any person

- (1) to provide, attempt to provide or offer to provide any kickback.²
- (2) to solicit, accept, or attempt to accept any kickback; or
- (3) to include, directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

"Criminal Penalties," 41 U.S.C. § 54 states:

Any person who knowingly and willfully engages in conduct prohibited by Section 53 shall be imprisoned for not more than 10 years or shall be subject to a fine in accordance with Title 18, United States code, or both.

I further solemnly affirm and declare under penalties of perjury and upon personal knowledge that I have not accepted any form of kickback associated with this offering.

Signature _____

Date: _____

Defined in the Anti-Kickback Act of 1986, the term "kickback" is defined as "any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, from any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

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ANTI-TERRORISM COMPLIANCE MEASURES FORM

In compliance with the USA PATRIOT Act and other counterterrorism laws, the United Way of America and Inland Empire United Way require that each agency annually certify the following:

“I hereby certify on behalf of _____ that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.”

Executive Director (type name)

Title (type title)

Signature

Date

Please complete the following section with your preferred mailing address and contact information. Thank you!

COMPANY NAME:	
ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
WEB ADDRESS:	

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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

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 the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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.

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____

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INLAND EMPIRE UNITED WAY (IEUW)

VETERANS TRANSPORTATION PORTAL FOR INLAND SOUTHERN CALIFORNIA

This AGREEMENT for the performance of the Veterans Transportation Portal for Inland Southern California for Inland Empire United Way is made and entered into this ____ day of _____ 2013 by and between the Inland Empire United Way hereinafter referred to as "IEUW" and _____, hereinafter referred to as "CONTRACTOR".

1. RESPONSIBILITIES OF CONTRACTOR

- A. SUBCONTRACTOR management and staff shall assist IEUW to define eligibility criteria for riders to be served under the terms and conditions of this agreement.
- B. SUBCONTRACTOR management and staff shall assist IEUW to establish procedures for identification and evaluation of prospective mileage reimbursement support recipients and shall, during the term of the agreement, identify and evaluate prospective service recipients based on the procedures established.
- C. SUBCONTRACTOR management and staff shall assist IEUW to establish procedures for enrollment of qualified riders and shall, during the term of the agreement, enroll service recipients according to the established procedures for enrollment.
- D. Throughout the term of the agreement, SUBCONTRACTOR management and staff shall assist IEUW to refine service control and monitoring procedures.
- E. Throughout the term of the agreement, SUBCONTRACTOR staff will interface with service recipients who they have enrolled, as necessary.
- F. The SUBCONTRACTOR will distribute information on the availability of Eastern Coachella Valley Job Access Reverse Commute TRIP (ECV JARC TRIP) services to prospective mileage reimbursement support recipients through the distribution of materials, as provided by IEUW, and in other ways that SUBCONTRACTOR staff determines to be appropriate for encouraging enrollment in and use of ECV JARC TRIP transportation assistance.
- G. SUBCONTRACTOR management and staff shall maintain proactive communication with IEUW staff and management.
- H. SUBCONTRACTOR management and staff shall provide IEUW with monthly activity reports of information that is required to be provided to CalTrans by IEUW, to wit: number of brochures or fliers distributed and number of community contacts made by any means, as well as general feedback.

2. RESPONSIBILITIES OF IEUW

- A. IEUW management and staff shall maintain proactive communication with SUBCONTRACTOR staff and management.
- B. IEUW management and staff shall work with SUBCONTRACTOR management and staff to establish procedures for identification and evaluation of prospective mileage reimbursement support recipients and shall, during the term of the agreement, identify and evaluate prospective service recipients based on the procedures established.
- C. IEUW management and staff shall work with SUBCONTRACTOR management and staff to establish procedures for enrollment of qualified riders and shall, during the term of the agreement, enroll service recipients according to the established procedures for enrollment.
- D. Throughout the term of the agreement, IEUW management and staff shall work with

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SUBCONTRACTOR management and staff to refine service control and monitoring procedures.

E. IEUW staff will be responsible for receipt and processing of monthly request for mileage reimbursement submitted by duly enrolled service recipients.

F. IEUW staff will maintain contact and program use data for enrolled service recipients, as necessary to facilitate mileage reimbursement payments.

G. IEUW will maintain records and communicate to SUBCONTRACTOR data to assist SUBCONTRACTOR with development of web portal.

H. IEUW management and staff will provide reports to Onmnitrans (grantee) as required with a combination of IEUW performance reports and data provided by SUBCONTRACTOR staff.

3. COMPLETE AGREEMENT

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

4. IEUW DESIGNEE

The 2-1-1 DIRECTOR of the IEUW or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of IEUW as set forth in the herein AGREEMENT, subsequent to the authorization by IEUW.

5. INDEPENDENT CONTRACTOR

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

6. SCOPE OF WORK

CONTRACTOR shall perform all tasks, meetings, and meet all deadlines contained in "Section 3" attached hereto and made a part hereof.

7. CHANGES IN SCOPE OF WORK

It is understood and agreed by IEUW and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope. In each such instance, IEUW and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or

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revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "C", entitled "APPROVED AMENDMENTS - IEUW AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

8. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold harmless the IEUW and all of its officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorneys fees and other costs of defense incurred by IEUW, whether for damage to or loss of property, or injury to or death of person, including properties of IEUW, and injury to or death of any IEUW officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this contract or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the negligence of IEUW. This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

9. INSURANCE; BONDS; PERFORMANCE GUARANTEE

9.1 INSURANCE

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

9.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

9.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, and broad form property damage coverage. Such insurance shall (1) name IEUW and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds; (2) be primary with respect to any insurance or self-insurance programs maintained by the IEUW; and (3) contain standard cross liability provisions.

9.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5000 per occurrence, (4) name IEUW and all of its elected and appointed officials, officers, employees, volunteers, agents and assigns as insureds; (5) be primary for all purposes; and, (6) contain standard cross liability provisions.

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9.1.4 ALL INSURANCE shall contain the following provisions:

- A. Coverage shall be on an "occurrence" basis.
- B. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- C. The Liability policy must cover personal injury as well as bodily injury.
- D. The Liability policy shall include a cross-liability or severability of interest endorsement.
- E. Broad form property damage liability must be afforded.
- F. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- G. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- H. Policies shall name IEUW and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to IEUW and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above, including specific evidence of separate endorsements naming the IEUW and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to IEUW. The IEUW reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. IEUW, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach.

10. COMPENSATION

Compensation for all work completed by CONTRACTOR will be paid in accordance with the pay schedule attached hereto as part of appendix forms.

11. TERM OF AGREEMENT

This AGREEMENT shall become effective on the date first written above and shall terminate on March 31st, 2014. CONTRACTOR shall commence performance under the terms of this AGREEMENT upon notice from Staff of the IEUW and shall complete the duties described herein on or before March 31st, 2014.

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IEUW and the contractor may mutually agree to extend this contract on a month to month basis for up to 2 months, but not beyond May 30, 2014. The Contractor, as part of their cost and price proposal, shall submit proposed pricing for month to month contract extensions to provide the services for the required effort described in *RFP Section 3*. The optional month to month contract extensions will be evaluated as part of the evaluation criteria, per FTA requirements. The Contractor will be notified 30 days in advance of the contract base term end date to exercise the optional extension.

12. PROTESTS

Protest Prior to Proposal Opening

Protests regarding any aspect of the attached materials and selection procedures must be submitted in writing (via mail, email, or FAX) to the Contracting Officer, 9644 Hermosa Avenue, Rancho Cucamonga, CA 91730 (email: gmadden@ieuw.org), at least 10 calendar days prior to proposal deadline. The Project Manager will respond to these protests within 7 calendar days of protest receipt with an addendum to this RFP, by express mail, email and/or fax. This action completes the pre-opening administrative protest remedy.

Protests After Proposal Opening/Announcement of Award.

Protest regarding the proposed selection of contractor after proposal opening and award announcement must be submitted in writing (via, email, or FAX) to the Contracting Officer 9644 Hermosa Avenue, Rancho Cucamonga, CA 91730 (email: gmadden@ieuw.org), within 5 calendar days of announcement of award. The Project Manager will respond to these protests within 5 calendar days of protest receipt by email and/or fax. This action completes the opening/award announcement administrative protest remedy.

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either— (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if— (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

13. ADMINISTRATION

13.1 CONTROL

CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of the IEUW. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR'S performance of services, shall be treated as changes pursuant to Section 5 - Changes in Scope of Work herein. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

13.2 FORCE MAJEURE:

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder.

13.3 ACCOUNTING RECORDS

Retention of Records: SUBCONTRACTOR shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. SUBCONTRACTOR shall forward copies of all records to IEUW. IEUW shall maintain all work, data, documents, proceedings and activities related to the Agreement for a period of seven (7) years from the expiration of this Agreement. "

FEDERAL CLAUSES

14. FLY AMERICA REQUIREMENTS

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services

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Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

15. ENERGY CONSERVATION

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

16. ACCESS TO RECORDS AND REPORTS

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a 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, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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.

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4. Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

17. FEDERAL CHANGES

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

18. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

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

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31,

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apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. TERMINATION

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) IEUW may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) IEUW in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient'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 the recipient setting forth the nature of said breach or default, the

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recipient 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 the recipient 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 the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, IEUW may terminate this contract for default. IEUW shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

21. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)

Applicability – Contracts over \$25,000

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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 contractors, 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 the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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.

22. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

23. CIVIL RIGHTS REQUIREMENTS

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing.

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Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with 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, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL 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,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements.

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The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. 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.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient 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, which prohibits 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, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R.

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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 Services,” 28 C.F.R. part 35, (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,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2, i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

l. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

24. PATENT AND RIGHTS IN DATA

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (\$3,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

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(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) 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, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2)

Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously

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released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or

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(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

25. DISADVANTAGED BUSINESS ENTERPRISE

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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

c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's

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work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

26. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 request that would cause the recipient to be in violation of FTA terms and conditions.

27. CHARTER BUS REQUIREMENTS

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and sub-recipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

28. SCHOOL BUS REQUIREMENTS

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and sub-recipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients shall not use federally funded equipment, vehicles or facilities.

29. RECYCLED PRODUCTS

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

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

30. TRANSIT EMPLOYEE PROTECTIVE PROVISIONS

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

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

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

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

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

31. DRUG AND ALCOHOL ABUSE AND TESTING

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

32. BUY AMERICA REQUIREMENTS

The Successful Proposer is hereby notified that this project is funded with federal funds from the FTA. Therefore, this project shall comply with the Buy America regulations published at 49 CFR Part 661. The Successful Proposer shall comply with all applicable FTA Buy America requirements in performing the Services requested in this RFP. If applicable, the Buy America certification forms shall be completed, signed, notarized and returned to IEUW prior to Contract award.

OTHER FEDERAL REQUIREMENTS

The following requirements are not federal clauses.

33. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

34. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

35. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

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36. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

37. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

38. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

39. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

40. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

41. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

42. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

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43. ENVIRONMENTAL JUSTICE

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

44. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

45. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

46. FEDERAL SINGLE AUDIT REQUIREMENTS FOR STATE ADMINISTERED FEDERALLY AID FUNDED PROJECTS ONLY

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

47. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

48. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SFSAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

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49. COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into contract for Federal Transit Act, Section 18 federal assistance between IEUW and Omnitrans. These provisions require that the project “be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project”.

50. 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 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

51. HEADINGS:

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

52. SALE OR TRANSFER

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

53. BINDING

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

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54. NOTICE

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

IEUW:
Inland Empire United Way
c/o Gary Madden, Director, 2-1-1
9644 Hermosa Avenue
Rancho Cucamonga, CA 91730

CONTRACTOR:

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

INLAND EMPIRE UNITED WAY

CONTRACTOR

By: _____
Director, 2-1-1
Inland Empire United Way

By: _____
Authorized Official

Title

WITNESSED:

Federal Tax I.D. Number

By: _____