

REQUEST FOR PROPOSALS (RFP)

MARKETING & COMMUNICATION SERVICES

21-028



32-505 Harry Oliver Trail
Thousand Palms, CA 92276
Attn: Contracts Administrator
(760) 343-3456, Ext. 1504

jtran@sunline.org
sunline.org

Key RFP Dates

RFP Issued:	November 20, 2020
Questions Due:	December 4, 2020
Proposals Due:	December 21, 2020

NOTICE TO PROPOSERS

SunLine Transit Agency

TO: Prospective Proposers

RE: Request for Proposals 21-028 Marketing & Communication Services

SunLine Transit Agency is requesting written proposals to engage a vendor to perform the tasks as described in the Request for Proposals (RFP) to provide Marketing & Communication Services under a service agreement. Written proposals are requested which will be firm and irrevocable for 120 days or until such time as SunLine has signed an agreement with the successful Proposer. The proposal of the successful Proposer will be binding upon SunLine's acceptance of that proposal and should include all information needed to understand and evaluate the proposal, as well as any exception from SunLine specifications. Copies of SunLine's specifications for this work and standard terms & conditions are included with this packet and will become part of any agreement resulting from this solicitation.

Proposals will be received until **3:00pm Pacific Standard Time**, December 20, 2020, at SunLine Transit Agency, 32-505 Harry Oliver Trail, Thousand Palms, CA 92276. Proposals received after that time will not be considered.

The agreement to be entered into pursuant to this RFP may be subject to a financial assistance contract between SunLine and the United States Department of Transportation. If this proposal is subject to Federal, local, or State financial assistance, and for any reason the financial assistance is withdrawn, then and in such event SunLine Transit Agency may withdraw this RFP and/or terminate any agreement entered into in accordance with these agreement documents and specifications.

Copies of the Request for Proposal and any addenda may be picked up by appointment at SunLine Transit Agency, at the address above, downloaded at sunline.org, or requested by e-mail at the address below. SunLine Transit Agency reserves the right to accept or reject any proposal and to waive minor informalities or irregularities in the proposal process.

Jennifer Tran,
Contracts Administrator
jtran@sunline.org
(760) 343-3456 ext. 1504

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SECTION I – GENERAL INFORMATION

A. Pre-Proposal Meeting and Site Visit

There will not be a pre-proposal meeting for this procurement. Please direct all questions and concerns to SunLine's Contracts Administrator by December 4, 2020.

B. Proposer's Acknowledgement

By submitting a proposal, each Proposer represents that it has fully investigated and become completely familiar with the solicitation requirements, operating conditions throughout SunLine's service area and applicable local, state and federal laws and regulations. SunLine will not consider claims for additional compensation based upon the Proposer's lack of knowledge of such documents, statutes, regulations, resolutions or conditions.

C. Addenda

Any changes to the requirements will be made by written addenda to this RFP, which shall be incorporated into the terms and conditions of any resulting contract or agreement. The Proposer shall rely only on written addenda by SunLine's Contracts Administrator in submitting or revising proposals. In no event should a prospective Proposer submit a proposal based upon an oral interpretation of the RFP by any SunLine staff or by any other firm or individual not associated with SunLine. It is the Proposers responsibility to ensure they have received all addenda.

D. Interpretation of Documents Prior to Proposal

If any person contemplating submitting a proposal is in doubt as to the true meaning of any provision or part of the solicitation, or finds discrepancies in, or omissions from, such documents, they may submit to SunLine a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the solicitation will be made only by written amendment and will be mailed or delivered to each person receiving a set of such documents. SunLine will not be responsible for any other explanation or interpretation of the solicitation.

E. Question and Answer Period

Questions regarding the RFP can be submitted in writing until **December 4, 2020**. Questions shall be directed to jtran@sunline.org.

F. Submission of Proposal

1. Date and Time

All proposals must be **received electronically no later than 1:00pm Pacific Time, December 21, 2020**. The responsibility for on-time delivery to SunLine is solely upon the Proposer. Proposals received after the scheduled closing time will not be considered and will be returned to the Proposer unopened.

2. Address

Proposals should be delivered in person, by courier, or by U.S. Mail to:
SunLine Transit Agency
Attn: Contracts Administrator

32-505 Harry Oliver Trail
Thousand Palms, CA 92276

3. Identification of Proposal

Proposer shall submit one (1) unbound original, and one (1) electronic proposal in a sealed package addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

**21-028 Marketing & Communication Services
Attention: Contracts Administrator**

Proposer shall also submit their proposal electronically to jtran@sunline.org with the subject title 21-028 Proposal.

Note: See Section II, paragraph B of this solicitation for a complete description of proposal content.

G. Modification of Proposals

All modifications to a proposal already received will be considered only if the modification is received prior to the time and date established for submittal of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

H. Legal Compliance

The Proposer agrees to abide by all laws, rules and regulations promulgated by the United States of America, the State of California, or any agencies or subdivisions thereof; specifically including Cal/OSHA and OSHA regulations currently in effect at time proposals are due. By submitting a proposal, Proposer agrees to the laws.

I. Equal Employment Opportunity

SunLine is an equal opportunity employer, and all contractors working on SunLine projects are required to follow a policy of affirmative action in regard to the requirements of Executive Order 11246.

J. Key Personnel and Facilities

Proposers must identify key personnel to serve as contacts and facilities necessary to accomplish the work within the required time. Notification must be made to SunLine for any changes to key personnel listed in the Proposer's proposal.

K. Disadvantaged Business Enterprise (DBE) Participation

SunLine hereby notifies all Proposers that it will affirmatively ensure that, in regard to any agreement entered into pursuant to this advertisement, disadvantaged businesses will be afforded full opportunity to submit offers in response to this RFP.

Disadvantaged Business Enterprise (DBE) Policy: SunLine is a recipient of financial assistance from the US Department of Transportation through the Federal Transit Administration (FTA).

SunLine is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted agreements each year so that attainment efforts may be evaluated. In order to ascertain whether the statement overall DBE goal is being achieved SunLine is tracking DBE participation on all federally assisted agreements.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure SunLine achieves its federally mandated statewide overall DBE goal, SunLine encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The Contractor shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted agreements.

Failure by the Contractor to carry out these requirements is a material breach of agreement, which may result in the termination of agreement or other such remedy as SunLine may deem appropriate.

L. Public Records Policy and Confidentiality of Proposals

Confidentiality of proposals is considered by SunLine an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the California Public Records Act. Proposals to this RFP and the documents constituting any agreement entered into thereafter become the exclusive property of SunLine and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). SunLine's use and disclosure of its records are governed by this Act.

If a member of the public demands in writing to review portions of proposals which have been marked or identified as confidential, proprietary or business secrets, SunLine will notify the affected Proposer prior to releasing such portions of the proposal. The Proposer shall take such legal actions as it deems necessary to protect its interests. If the Proposer has not commenced such actions within five (5) calendar days after receipt of the notice from SunLine of a demand to review such portions of its proposal and provided SunLine written notice of the actions, SunLine may make such portions available for review by the public as SunLine deemed necessary to comply with State law.

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

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

including attorneys' fees, in any action or proceeding arising under the Public Records Act.

The Proposer asserting that portions of its proposal are legally protectable shall bear all costs of defending such assertion, including indemnifying and reimbursing SunLine for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the Proposer. By submitting a proposal with portions marked confidential, proprietary, business secrets or the like, the Proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

M. Pre Contractual Expenses

All costs incurred by the Proposer in the preparation of its response to this RFP, or its submission, or negotiating with SunLine, or any other expense incurred by the Proposer prior to the date of the award, if any, are the responsibility of the Proposer and will not be reimbursed by SunLine.

N. Laws to be Observed

Each Proposer shall keep itself fully informed of all existing and future State and Federal laws, all municipal and state regulations, all such orders, decrees, ordinances and laws of bodies, or tribunals, including other municipalities or counties, whether in the State of California or another State, having any jurisdiction or authority over which in any manner affect those engaged or employed in the work, or the materials used in the work or in any way affect the conduct of the work.

Failure by Contractor to carry out these requirements is a material breach of agreement, which may result in the termination of this agreement or other such remedy as SunLine may deem appropriate.

SECTION II. PROPOSAL CONTENT

A. General

Proposals shall be typed and submitted on 8 1/2" x 11" size paper. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise.

B. Proposal Contents

Each proposal submitted shall contain the following elements:

1. Transmittal Letter Form. Fill out complete form with signature verifying prices are to remain valid for a period of no less than 120 days from the date of submittal.
2. Proposal/Statement of Qualifications: Proposer to address the elements of the evaluation criteria in Section III.
3. Scope of Work: Proposer to address Scope of Work in Exhibit A and provide solutions and a work plan.
4. Price Proposal. Proposer to include its price for the Scope of Work in Exhibit B of this Request for Proposal.
5. Required Forms. Proposer to include certifications in Exhibit C.

C. Proposal Format

1. Proposals must include, at a minimum, the following:

- a) Title Page
- b) Letter of Introduction
- c) Table of Contents
- d) Profile of Firm (History, Experience, Changes) – This section should include details regarding the proposers ability and experience to operate the project as specified in the RFP. The following information should be included:
 - i) Corporate hierarchy – i.e. President, Vice President, Corporate officers, etc.
 - ii) Corporate Overview of services or activities performed.
 - History of firm – Include a brief history of the firm
 - Founding Date (month and year)
 - Firm size – staff and client base
 - Firm's vision and mission statement
 - iii) Location of the office from which the work will be provided and the staff allocation at that office.
- e) Identify Project team including, but not limited to:
 - 1) Size of Project Team

- 2) Education, qualifications, and specific experiences in performing the work that is being solicited in this RFP.
 - 3) Project Organizational Chart
 - 4) Safety certifications and training
 - f) Resumes of Key Personnel (if applicable)
 - g) Commitment that key personnel will be available throughout contract and will not be removed without prior approval of SunLine (if applicable).
 - h) Proposer's approach to accomplish the Scope of Work requirements.
 - 1) Description of Proposer's approach to performing services. Proposals must include a description of the services to be rendered per the Scope of Work including a detailed proposal.
 - 2) Provide a work plan or description of how the work will be performed by the contractor. (e.g. – outline a proposed work plan and methodologies that will be employed to accomplish the work)
 - 3) The name of the Project Manager/Liaison and a list of personnel to be assigned to the project and the roles and qualifications.
 - 4) Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work that will be subcontracted.
 - 5) Describe your firm's approach to resolving problems that may be encountered in the field.
 - 6) Where Proposer wish to propose alternative approaches to meeting SunLine's technical or contractual requirements, these should be thoroughly explained.
 - i) Summary of Contracted Services
Proposer must identify all areas that will be subcontracted and names of the firms performing such work. List their key personnel and their qualifications.
 - j) Any other information required by this RFP or its addenda which may not be listed above.
 - k) Cost/Price Proposal – Proposers shall submit proposed pricing to provide the products/services for the work described in Attachment A – Scope of Work.
 - l) Required Forms
2. Firms may include additional information, however, do not attach terms and conditions that conflict with the RFP, as your firms' proposal may be deemed non-responsive.

D. Certifications

1. Debarment and Suspension

Each firm proposing must certify and submit documentation (such as a notarized affidavit) showing that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Restrictions on Lobbying

Each Proposer must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying included in Exhibit C.

3. Conflict of Interest

By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer, or employee of SunLine has been or shall be compensated, directly or indirectly, in connection with the award of this Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the Agency, during the term of his/her service with SunLine and for two (2) years following his/her termination of office or employment with SunLine, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current clients of a Proposer; solicit information from any available source deemed pertinent to the evaluation process.

All proposals will be rated by a panel of evaluators. SunLine will evaluate responsive proposals based on the following criteria ranked in order of importance:

1. Experience and Past Performance
2. Key Personnel
3. Detailed Work Plan
4. Price Proposal

SunLine may request additional information while reviewing proposals.

SunLine also reserves the right to select a firm directly after review of the proposals, or it may determine it advisable to conduct interviews prior to the awarding of the agreement.

Proposals will be evaluated according to Proposer Qualifications. The criteria are listed in their relative order of priority for evaluation purposes defined above. The price proposal shall include all costs necessary to complete the project. All price proposals must be submitted on Exhibit "B" Price Proposal form.

B. REJECTION OF PROPOSALS

SunLine reserves the right to reject any proposal which omits a price on any one or more items on which prices are required; any proposal which omits unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of SunLine; any proposal accompanied by insufficient or irregular guarantees or certificates; and any proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity.

C. RESPONSIBILITY

SunLine will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable and has a history of successfully completing contracts of this type. SunLine will examine the following attributes to determine a Proposer's responsibility:

- a. That it is skilled and regularly engaged in the general class or type of work called for under the agreement;
- b. That it has the requisite experience and ability, sufficient capital, facilities, personnel and plan to enable it to complete the work properly and successfully within the time stated in its proposal;
- c. That it has performed satisfactorily other projects of like nature, magnitude and comparable difficulty and at comparable rates of progress.

D. AGREEMENT AWARD

Agreement award will be made to the responsive and responsible Proposer whose proposal is rated highest based on established evaluation criteria.

SunLine shall notify the successful Proposer by an agreement award letter. Agreement award will be contingent upon receipt of evidence of the Contractor's ability to meet the insurance requirements and other requirements in this proposal.

E. NOTICE OF INTENT TO AWARD

Proposers who submit a proposal in response to this RFP shall be notified in writing regarding the Contractor who was awarded the agreement.

F. 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 agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Request for Proposals. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SunLine requests which would cause SunLine to be in violation of the FTA terms and conditions.

G. DISADVANTAGED BUSINESS ENTERPRISE

Disadvantaged Business Enterprise (DBE) Policy: SunLine is a recipient of financial assistance from the US Department of Transportation through the Federal Transit Administration (FTA). All those proposing to provide these services are advised that, as required by federal law, the California Department of Transportation (Department) has established a statewide overall DBE Program goal.

The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The Contractor or sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out the applicable requirements of the 49 CFR 26 in the award and administration of U.S. Department of Transportation assisted contracts.

Failure by the Contractor to carry out these requirements is a material breach of Agreement, which may result in the termination of Agreement or other such remedy as SunLine may deem appropriate.

H. GENERAL TERMS AND CONDITIONS

Issuance of the Request for Proposals does not commit SunLine to award an agreement, to pay any cost incurred in the preparation of the Proposer's RFP response or to procure or contract for services or supplies. SunLine reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Submission of a proposal means that those firms submitting proposals hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The Proposer must contain within the proposal, a description of those terms and/or conditions to which the Proposer does not agree.

1. Award: The firms/entities chosen to provide Marketing & Communication Services may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. SunLine reserves the right to award an agreement/select a service provider without discussion based upon the initial proposals received, without interviews. SunLine reserves the right to introduce additional terms and conditions at the time the final agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.

2. Insurance: Those firms proposing are required to furnish evidence of insurance coverage. The form of the insurance policy is subject to approval by SunLine and must be provided by insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to SunLine.

SunLine shall be furnished a copy of the policy and an endorsement that the "SunLine, its officers, employees, and agents are named as additional insureds" prior to Contractor commencing duties under this Request for Proposals. Said policy of liability insurance shall provide SunLine, "coverage thereunder as applied to SunLine, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by SunLine." The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide SunLine with thirty (30) calendar days' advance written notice of cancellation, non-renewal or material change in coverage.

3. Business License: Contractor shall be required to obtain and maintain a current business license from the place of operation.

4. Professional Licensing: The Contractor and any subcontractors shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to SunLine with their proposal or prior to commencement of the work in such form as SunLine shall require.
5. Assignment/Sub-contracting: The selected Contractor shall not assign or sub-contract services or responsibilities without the prior written consent of SunLine. SunLine acknowledges that sub-contracting can be in SunLine's best interest, but reserves the right of final approval.
6. Solicitation & Withdrawal: SunLine reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, SunLine makes no representations that any agreement will be awarded to any firm submitting a proposal.
7. Right of Rejection: SunLine reserves the right to reject any and all proposals submitted in response to this request and to reject any sub-proposers specified in any proposal pursuant to this RFP.
8. Pre-Contract Expenses: SunLine shall not be liable or responsible for any pre-contract expenses incurred by a proposed or selected Contractor. Those proposing shall not include any expenses as part of the price proposed set forth in its proposal. Pre-contract expenses are defined as expenses incurred by those proposing in:
 - a. Preparing the proposal;
 - b. Submitting proposal to SunLine;
 - c. Negotiating with SunLine or any matter related to proposal; or
 - d. Any other expenses incurred by those proposing prior to date award.
9. Verbal Agreements: No prior, current or post-award verbal agreement(s) with any officer, agent or employee of SunLine shall affect, modify or supersede any terms or modifications of this Request for Proposals or any written agreement or option resulting from this process.
10. Addenda: Any changes to the proposal requirements will be made by written addendum. All parts of the Request for Proposals including any and all Addenda and any other supporting documents that may be included as part of the solicitation, shall be considered part of the Agreement between SunLine and selected Contractor and shall be incorporated therein.
11. Irregularities: SunLine reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term "minor" as used herein means any Proposer or SunLine irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP which is not in violation of any State of California or Federal Government rules, laws and regulations that may apply to this procurement.

12. Protest and Appeal: Any Proposers showing a substantial economic interest in the proposal, which is allegedly aggrieved in connection with the solicitation or award of this agreement may protest to SunLine in accordance with the procedures set forth herein. Protests based on the specifications or other terms in this Request for Proposal which are apparent prior to the date established for submission of proposals, shall be submitted to and received by SunLine's Contracts Administrator no later than eight (8) calendar days prior to said date. Protests based on other circumstances shall be submitted to and received by SunLine's Contracts Administrator within five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered in the event all proposals are rejected.

In order to be considered, a protest shall be filed in a timely manner in writing and shall include:

1. The name and address of the protesting party;
2. The solicitation number and solicitation title under which the protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation; and
4. The specific ruling or relief requested reduced to writing.
The written protest shall be addressed to:

SunLine Transit Agency
ATTN: CEO/General Manager
32-505 Harry Oliver Trail
Thousand Palms, CA 92276

EXHIBIT A
SCOPE OF WORK

EXHIBIT A - SCOPE OF WORK

Marketing & Communication Services

I. BACKGROUND INFORMATION

SunLine Transit Agency is a Joint Powers Authority (JPA) created in 1977 to provide public transit services to its member agencies: Riverside County and the cities of Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio and Coachella. Services are provided over an area of 1,120 square miles within Riverside County and cover the desert resort communities of the Coachella Valley, 120 miles east of the Los Angeles Basin and 60 miles east of the Riverside/San Bernardino Inland Empire – between the San Gorgonio Pass on the west and the Salton Sea on the Southeast. SunLine Transit Agency operates from two facilities: Division 1 located at 32-505 Harry Oliver Trail, Thousand Palms, CA 92276 and Division 2 located at 83-255 Hwy 111, Indio, CA 92201.

Not only is SunLine Transit Agency the primary source of public transportation in the Coachella Valley, the Agency is also well-known throughout the world for its commitment to clean fuels and advancement of alternative fuel technology. As such, SunLine is charged to balance several important functions: providing primary transportation for people without an alternative, including those with a physical or mental disability; offering high-quality alternative transportation for people with options; providing a stimulant to economic growth; serving as a partner in building livable communities; and helping the transit industry reach their zero emission goals. SunLine's mission is to provide safe and environmentally conscious public transportation services and alternative fuel solutions to meet the mobility needs of the Coachella Valley. The agency's marketing and communications work supports its mission with strong community partnerships, broad public engagement, youth education, and initiatives reflective of being a good public steward.

II. PURPOSE

SunLine Transit Agency (SunLine), the public transportation provider in the Coachella Valley, is conducting this Request for Proposals (RFP) in order to establish a Contract for Public Relations & Marketing Services. SunLine is seeking responses from qualified and experienced individuals, teams, or firms interested in providing public relations and marketing services which align with SunLine's professional image, goal achievement, and branding.

The purpose of this RFP is to establish a Contract(s) for services for each Category listed below. The Awarded Contractor(s) will have expertise and provide support with including, but not limited to, the following Categories of service:

Public Relations & Marketing Services

The Awarded Contractor(s) will perform work in support of the following SunLine goals and objectives in cooperation with SunLine Staff:

1. Promote SunLine's services that result in increased ridership and use.

2. Increase awareness of the value and benefit SunLine provides to key audiences. This includes area residents, commuters, youth, seniors, employers, community organizations, and other designated stakeholder groups.
3. Build and maintain positive relationships with SunLine customers, community partners, and news media, among others.
4. Advance the SunLine brand and the delivery of a positive brand promise.
5. Inform customers, stakeholders and the general public about SunLine news and activities.
6. Position SunLine as a customer-focused, cost effective, and valuable public service agency in the Coachella Valley and as an innovative leader in the public transportation industry.
7. Encourage community and stakeholder participation in SunLine's planning efforts and public involvement opportunities.

Notably, SunLine will be launching newly established services starting January 3, 2020 under its Refueled initiative and the contractor(s) will be key to continuing to educate the community and market the programs.

III. SCOPE OF SERVICES

SunLine has a small internal Marketing Department who has expertise in many of these areas and will assist in these responsibilities. SunLine staff will have heavy involvement in development of strategy and overall planning of all Public Relations & Marketing programs. The firm selected should possess strong skills in working with the internal team to maximize budget, customer reach and marketing effectiveness.

Marketing & Communication Services

The Awarded Contractor will develop, implement, measure and maintain SunLine preapproved marketing campaigns, promotions, programs and materials for SunLine stakeholder groups including, but not limited to: current and potential customers, commuters, students, seniors, and the general public. The general descriptions of the type of marketing services included under this Scope of Work listing is meant to be indicative and not all inclusive.

Contractor shall develop a comprehensive PR & Marketing plan to guide the following for SunLine:

1. Targeted ridership campaigns and specific market promotions. This may include strategic development, research, and implementation assistance.
2. Assist the Marketing Department update the published rider's guide, numerous other service brochures, and collateral materials in both printed and electronic formats.
3. Provide communications consultancy during emergency situations requiring sensitive and/or heightened public or media engagement.
4. Ensure that the style guide stays up-to-date and materials are coordinated to follow an approved look, voice, and tone for all SunLine communications.
5. Create vehicle graphic design for wrap applications on fixed route buses, paratransit vehicles and other fleet vehicles.

6. Develop and coordinate advertisements for digital, audio, and print media. Contractor must be able to research best media buys for SunLine target market and provide post buy reports and analysis.
7. Produce graphics for transit fare materials (i.e. bus passes).
8. Assist with social media and mobile applications to maximize effectiveness of marketing activities and stakeholder engagement.
9. Support the development, implementation and evaluation of marketing programs for Sunline's Refueled efforts.
10. Develop press releases for distribution, in consultation with SunLine, for local, regional, national and trade media outlets. Pitch stories to media sources for coverage and provide follow-up to help coordinate interviews.

SunLine may conduct research to determine key messaging, effective strategies and new target audiences. The Contractor must have the ability to assist with these efforts, utilize collected data and launch marketing campaigns based on gathered information to promote SunLine's image and build ridership.

IV. PROPOSAL REQUIREMENTS

Contractors submitting a response to this RFP shall provide SunLine with a detailed description of the required work plan that will be completed and other information as requested in this RFP.

1. Qualifications

The selected Contractor must be able to respond and quickly react to the needs of a client (like SunLine Transit Agency) that often requires immediate reaction to forces outside of the agency's control. SunLine is a service intensive client. The Contractor will be expected to understand the inner workings and needs of such a client.

Qualifications to be considered for evaluation include the overall abilities, capabilities and experience of the Contractor and staff with specific emphasis on experience with like-agencies and organizations. A firm's ability to maximize the use of funds available by minimizing overhead and other account maintenance costs will be considered. Conveyance of the firm's familiarity of the Coachella Valley along with the media and event opportunities in the Coachella Valley that best maximize the marketing plan should be included.

Required information to include in the work plan:

- The firm's proposal to best market SunLine services, highlight achievements, help promote the SunLine Refueled efforts, and mitigate negative issues.

A list of current clients must be included in the proposal. List clients that have similar accounts, to that which this RFP requires. Client names, contact numbers, addresses and emails are required. Firms may be required to make a formal presentation to the selection committee at a later date to be announced.

2. Term of Contract

The term of the contract is for one (1) year with two (2) one (1) year options. Year one (1) will be from February 23, 2021 through June 30, 2022. Option Year 1 will be from July 1, 2022 through June 30, 2023, and Option Year 2 will be from July 1, 2023 through June 30, 2024.

3. Fee Structure

Identify and include a detailed fee structure each project with cost breakdowns for administration, creative, printing, media buys, etc.

4. Staff

The Contractor shall assign professional staff with appropriate knowledge, skills, and disciplines to provide marketing services.

5. Communication

The Contractor shall be readily available to SunLine during the life of the contract to respond to questions and requests in a timely manner.

EXHIBIT B
PRICE PROPOSAL

EXHIBIT B - PRICE PROPOSAL FORMS

TO: Sunline Transit Agency
 Attention: Contracts Administrator
 32-505 Harry Oliver Trail
 Thousand Palms, CA 92276

Pursuant to and in compliance with your proposal for Marketing & Communication Services to SunLine Transit Agency, the undersigned, being familiar with the Request for Proposals, and addenda, if any, thereto, hereby proposes to furnish any and all required services necessary to provide the required services to SunLine Transit Agency, and in conformity with said Request for Proposals for the following sum, to-wit:

Year 1 – February 23, 2021-June 30,2022

Title and Name	Hourly Rate	Estimated Hours	Total
Total Not to Exceed Amount			

Please include additional lines as needed.

Option Year 1 – July 1, 2022 -June 30, 2023

Title and Name	Hourly Rate	Estimated Hours	Total
Total Not to Exceed Amount			

Please include additional lines as needed.

Option Year 2 – July 1, 2023-June 30, 2024

Title and Name	Hourly Rate	Estimated Hours	Total
Total Not to Exceed Amount			

Please include additional lines as needed.

NOTE: The agreement will be awarded to the successful Proposer based on the evaluation of their proposal and responsiveness, and SunLine determines it to be in its best interest. All spaces on the Proposal Forms must be completed or the proposal may be considered non-responsive.

1. In submitting this proposal, the Proposer understands the right is reserved by SunLine to reject any and all proposals, to accept that proposal which best corresponds to SunLine's requirements in quality, fitness and capacity, and to waive any informality in any proposal received.
2. If written notice of the acceptance of this proposal is mailed, electronically, telephoned or delivered to the undersigned within one hundred twenty (120) days after the opening thereof, or any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form within fifteen (15) days after the form of agreement is presented for execution.
3. The undersigned has checked carefully all of the figures and understands that SunLine Transit Agency will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.
4. The undersigned acknowledges that any interlineations, alterations or changes in this Proposal Form or in any of the terms and provisions of the RFP may cause this proposal to be rejected as being non-responsive.

WITH RESPECT TO THE REPRESENTATIONS SET FORTH IN THIS PROPOSAL, THE UNDERSIGNED DECLARES AND STATES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Name Of Firm: _____

Signature: _____

Name Of Signer: _____

Title Of Signer: _____

EXHIBIT C
REQUIRED FORMS

TRANSMITTAL LETTER FORM

SunLine Transit Agency
Jennifer Tran, Contracts Administrator
32-505 Harry Oliver Trail
Thousand Palms, CA 92276

1. Proposer acknowledges receipt of RFP 21-028 and Addenda No. (s) _____
2. Proposer acknowledges its familiarity with requirements defined in Scope of Work.
3. This offer shall remain firm for _____ days from the RFP close date.
(minimum 120)

Company Name: _____
Address: _____
Telephone: _____

Signatory's Name _____
And Title: _____
Email: _____
Date Signed: _____

Signature Of Person
Authorized To Bind
Proposer: _____

NON-COLLUSION CERTIFICATION

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

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

Proposer's Company Name	_____
Legal Structure (corp./partner/proprietor)	_____
Principal Office Address	_____
City, ST, Zip	_____
Phone Number	_____
Fax Number	_____
E-Mail	_____
Federal Employer Identification Number	_____
Title of Person Authorized to Sign	_____
Print Name of Person Authorized to Sign	_____
Authorized Signature and Date	_____

SUNLINE TRANSIT AGENCY BOARD OF DIRECTORS

<u>Member Entity</u>	<u>Board Member</u>
La Quinta	Robert Radi
Cathedral City	Raymond Gregory
Desert Hot Springs	Russell Betts
Palm Desert	Kathleen Kelly
Rancho Mirage	Charles Townsend
Indio	Glenn Miller
Coachella	Megan Beaman Jacinto
Indian Wells	Ty Peabody
Palm Springs	Lisa Middleton
Riverside County	V. Manuel Perez

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Pursuant to 49 CFR Part 29, Appendix B)

A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Proposer shall provide immediate written notice to SunLine if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact for assistance in obtaining a copy of those regulations.
4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
5. The Proposer further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it the eligibility of its principals. Each participant may, but is not required to, check the non-procurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Date: _____

Name Of Proposer: _____

Signature: _____

Name: _____

Title: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____ that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.

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

Date Executed _____

Signature _____

Name/Title _____

CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS

Certification to be executed by Proposer and each proposed first tier subcontractor. Make additional copies of the Certification as necessary.

Proposer is responsible for collecting the Certification from each first tier subcontractor and submitting it along with its own Certification to SunLine with the proposal on the date proposals are due.

Proposer is advised that if all Certifications are not submitted on the date proposals are due they must be submitted within five (5) calendar days thereafter. Failure to submit all Certifications within five (5) calendar days following date proposals are due may render the proposal non-responsive. See instructions in the RFP for submitting Certifications after proposal due date.

The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any SunLine Board Member, or any candidate for Board Member, from the date proposals are due until the award of the agreement.
2. It understands that the term "contribution" shall have the same meaning as defined in Government Code section 82015 and implementing regulations adopted by the Fair Political Practices Commission.
3. If Proposer awarded the agreement, the undersigned shall continue to comply with this prohibition for three months following the award of the agreement.

Date: _____

Name of Firm: _____

Signature: _____

Print Name/Title: _____

CLEAN AIR – CLEAN WATER CERTIFICATION

THIS CERTIFICATION APPLIES TO ALL CONTRACTS EXCEEDING \$150,000, INCLUDING INDEFINITE QUANTITIES WHERE THE AMOUNT IS EXPECTED TO EXCEED \$150,000 IN ANY YEAR.

The undersigned certifies that:

Clean Air Certification:

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

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

Clean Water Certification:

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

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

Signature of Proposer's Authorized Official: _____

Name of Proposer's Authorized Official: _____

Title of Proposer's Authorized Official: _____

Date: _____

REFERENCES

List at least three (3) relevant references within the last five (5) years that can attest to your quality of work. References must include at a minimum the information below.

1. Company Name: _____
Address: _____
Telephone: _____
Contact Person: _____
Contact E-Mail: _____

2. Company Name: _____
Address: _____
Telephone: _____
Contact Person: _____
Contact E-Mail: _____

3. Company Name: _____
Address: _____
Telephone: _____
Contact Person: _____
Contact E-Mail: _____

Name Of Firm: _____

Signature: _____

Name/Title: _____

EXHIBIT D
SAMPLE AGREEMENT

DO NOT FILL IN

SAMPLE AGREEMENT - DO NOT FILL IN

**AGREEMENT FOR SERVICES
BETWEEN
SUNLINE TRANSIT AGENCY
AND**

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 2020 by and between SunLine Transit Agency, a California Joint Powers Authority ("Agency") and _____ a _____ ("Service Provider"). Agency and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Agency has sought, by request for proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the Agency to perform those services.

C. Agency has authority to enter into this Agreement and the Agency's CEO/General Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for [___ years/months] commencing on the Effective Date.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The Agency, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, Agency agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ dollars (\$_____), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.

(b) Each month Service Provider shall furnish to Agency an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. Agency shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Agency, the original invoice shall be returned by Agency to Service Provider for correction and resubmission with a revised submission date.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by Agency, Agency will use its best efforts to cause Service Provider to be paid within thirty (30) days of receipt of Service Provider's correct and undisputed invoice.

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Agency may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. Agency shall reject or finally accept Service Provider's work within sixty (60) days after submitted to Agency. Agency shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. Agency's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by Agency shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of Agency and may be used, reused or otherwise disposed of by Agency without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to Agency all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that Agency utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Agency pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Agency or its designated representative. Copies of such documents or records shall be provided directly to the Agency for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

(c) Where Agency has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, Agency may, by written request, require that custody of such documents or records be given to the Agency. Access to such documents and records shall be granted to Agency, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Agency. Service Provider shall have no authority to bind Agency in any manner, nor to incur any obligation, debt or liability of

any kind on behalf of or against Agency, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Agency.

(b) The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither Agency, nor any elected or appointed boards, officers, officials, employees or agents of Agency, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent Service Provider or any Service Provider's officers, employees, or agents in any manner officials, officers, employees or agents of Agency.

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Agency's employees. Service Provider expressly waives any claim Service Provider may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

(a) Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement, and shall use such skill, prudence, and diligence as other members of Service Provider's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

(b) Service Provider warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither Agency, nor any elected or appointed boards, officers, officials, employees or agents of Agency, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of Agency and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical disability, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should any liability or sanctions be imposed against Agency for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse Agency for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Agency.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Agency or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CEO/General Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Agency in the performance of this Agreement.

(b) Agency understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of Agency relative to such projects. Any future position of Agency on such projects shall not be considered a conflict of interest for purposes of this section.

(c) Agency understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than Agency without prior written authorization from the CEO/General Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the CEO/General Manager or unless requested by the Agency Attorney of Agency, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives Agency notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then Agency shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Service Provider's conduct.

(d) Service Provider shall promptly notify Agency should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. Agency retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with Agency and to provide Agency with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless Agency, and any and all of

its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Subcontractors. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of Agency to monitor compliance with these requirements imposes no additional obligations on Agency and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Agency as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the Agency only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) Agency's Negligence. The provisions of this section do not apply to claims occurring as a result of Agency's sole negligence. The provisions of this section shall not release Agency from liability arising from gross negligence or willful acts or omissions of Agency or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by Agency as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the CEO/General Manager. Service Provider agrees to provide Agency with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. Agency has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or

transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Agency. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Agency to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." Agency acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services. Service Provider shall notify Agency of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Termination for Convenience. Agency may terminate this Agreement, in whole or in part, at any time by giving written notice of termination to Service Provider if Agency determines that termination is in its best interest. In the event such notice is given, Service Provider shall cease immediately all work in progress. Service Provider shall be paid its costs, including contract close-out costs, on work performed up to the time of termination.

(b) Termination for Cause. If Agency notifies Service Provider of a default under Section 21 "Default" and Service Provider fails to cure the default within the time frame provided, Agency may terminate this Agreement immediately. Service Provider will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

(c) Property of Agency. Upon termination of this Agreement by either Service Provider or Agency, all property belonging exclusively to Agency which is in Service Provider's possession shall be returned to Agency. Service Provider shall furnish to Agency a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the Agency may give notice to Service Provider specifying the nature of the default and providing the Service Provider a timeframe to cure the default. The Agency may hold all invoices until the default is cured. If Service Provider does not cure the default to Agency's satisfaction in the timeframe given, the Agency may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the Agency to give notice of the Service Provider's default shall not be deemed to result in a waiver of the Agency's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of Agency, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY AGENCY.

All public information, data, reports, records, and maps as are existing and available to Agency as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, electronically or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Agency: SunLine Transit Agency
Attn: Walter Watcher, Procurement Manager
32-505 Harry Oliver Trail
Thousand Palms, CA 92276

To Service Provider: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the CEO/General Manager or his or her designated representative. The CEO/General Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the CEO/General Manager's contracting authority under Agency's ordinances, rules and regulations.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the Agency. The CEO/General

Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the CEO/General Manager's contracting authority under the Agency's ordinances, rules and regulations. All other amendments shall be approved by the Agency's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

By written notice or order, Agency may, from time to time, order work suspension or make changes to the Services to be provided by Service Provider. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this Agreement, Service Provider shall promptly notify Agency thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Service Provider from complying immediately with the notice or order issued by Agency.

SECTION 28. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 29. FEDERAL PROVISIONS.

Agency will be using money received from the federal government to pay all or a part of the compensation to Service Provider for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Service Provider agrees to adhere to the federally-required provisions included in Exhibit "D" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "D" and the body of this Agreement, Exhibit "D" shall control.

SECTION 30. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Agency of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 31. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 33. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "D", the Request for Proposal(RFP), any addenda, and the Service Provider’s proposal is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and Agency prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 34. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control. The Order of Precedence shall be: this Agreement, addenda to the RFP, the RFP, the Service Provider’s proposal.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

SUNLINE TRANSIT AGENCY

SERVICE PROVIDER’S NAME

Lauren Skiver
CEO/General Manager

By: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM

Eric S. Vail
General Counsel

NOTE: SERVICE PROVIDER’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER’S BUSINESS ENTITY.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2020,
before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- Individual
Corporate Officer

Title(s)

- Partner(s) Limited
General

- Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other: _____

Title or Type of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2020,
before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- .. Individual
.. Corporate Officer

- Title(s)
.. Partner(s) .. Limited
.. General
.. Attorney-In-Fact
.. Trustee(s)
.. Guardian/Conservator
.. Other: _____

Title or Type of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

EXHIBIT "A"

SCOPE OF SERVICES

[The format of this Exhibit may be modified, but the content listed in the outline below should be included regardless of format.]

I. Service Provider will perform the following Services:

- A.
- B.
- C.

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the Agency:

- A.
- B.
- C.

III. During performance of the Services, Service Provider will keep the Agency apprised of the status of performance by delivering the following status reports:

- A.
- B.
- C.

IV. The tangible work products and status reports will be delivered to the Agency pursuant to the following schedule:

- A.
- B.
- C.

V. Service Provider will utilize the following personnel to accomplish the Services:

- A.
- B.
- C.

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

- A.
- B.
- C.

EXHIBIT "B"
COMPENSATION

[Form and content may be revised as necessary to reflect whether compensation is a fixed lump sum or will be hourly with a NTE amount.]

I. Service Provider shall use the following rates of pay in the performance of the Services:

A. [job] [hourly rate]

B. [job] [hourly rate]

C. [job] [hourly rate]

D. [job] [hourly rate]

E. [job] [hourly rate]

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$_____ per hour without written authorization from the CEO/General Manager or his or her designee.

EXHIBIT "C"
INSURANCE

Insurance Coverages. Service Provider shall provide and maintain insurance, acceptable to the Agency, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Service Provider shall procure and maintain the following scope and limits of insurance:

Only the following "marked" requirements are applicable:

 X **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Service Provider and Agency against liability or claims of liability which may arise out of this Agreement in the amount of two million dollars (\$2,000,000) per occurrence and subject to an annual aggregate of four million dollars (\$4,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

 X **Vehicle Liability Insurance:** Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the Agency.

 X **Workers' Compensation Insurance:** Workers' Compensation insurance as required by the State of California and a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Service Provider shall provide an endorsement that the insurer waives the right of subrogation against the Agency and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against Agency by a bona fide employee of Service Provider participating under this Agreement, Service Provider is to defend and indemnify the Agency from such claim.

 X **Professional Liability (Errors and Omissions) Insurance:** Professional liability insurance appropriate to the Service Provider's profession in an amount not less than one million dollars \$1,000,000 per occurrence, two million dollars \$2,000,000 aggregate. This coverage may be written on a "claims made" basis, and must include

coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the Agency submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to Agency.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

a. Agency, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to Agency, and their respective elected and appointed officers, officials, or employees.

b. Service Provider's insurance coverage shall be primary insurance with respect to Agency, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Agency, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

c. Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to Agency, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the Agency, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the Agency Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against Agency, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with Agency, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy Agency that the insurance provisions of this contract have been complied with. The Agency may require that Service Provider furnish Agency with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Agency reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each subcontractor identical to those Service Provider provides.

2. Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Agency or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT “D”
FEDERAL PROVISIONS**

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Service Provider shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause Agency to be in violation of the FTA terms and conditions.
2. Access to Records. The following access to records requirements apply to this Agreement:
 - a. Where the Agency is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Service Provider agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Service Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Service Provider also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Service Provider access to Service Provider's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Service Provider agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Service Provider agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
3. Civil Rights.
 - a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Service Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Service Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:
 - i. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C.

§ 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Service Provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.

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

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

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

4. Disadvantaged Business Enterprises.

a. This Agreement 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 Agency's overall goal for DBE participation is 6%. A separate has not been established for this procurement.

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

c. Service Provider will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.

d. Service Provider is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Service Provider's receipt of payment for that work from the Agency. In addition, the Service Provider is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The Service Provider must promptly notify Agency whenever a DBE subcontractor performing work related to this Agreement 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 Service Provider may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Agency.

5. Energy Conservation - The Service Provider agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
6. Federal Changes – Service Provider shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. Service Provider's failure to so comply shall constitute a material breach of this Agreement.
7. No Obligation By The Federal Government
 - a. The Agency and Service Provider acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Agency, Service Provider, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
 - b. The Service Provider agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
8. Program Fraud and False or Fraudulent Statements or Related Acts.
 - a. The Service Provider acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Service Provider 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 Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Service Provider further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Service Provider to the extent the Federal Government deems appropriate.
 - b. The Service Provider also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Service Provider, to the extent the Federal Government deems appropriate.
 - c. The Service Provider agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
9. Suspension and Debarment
 - a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Service Provider is required to verify that none of the Service Provider, 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.

- b. The Service Provider 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.
 - c. By signing this Agreement, the Service Provider certifies as follows: The certification in this clause is a material representation of fact relied upon by Agency. If it is later determined that the Service Provider knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Service Provider agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Service Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.
10. Clean Air - The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Service Provider also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
11. Clean Water - The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Service Provider also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
12. Lobbying – Service Provider shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.