

Valley Transit Request for Proposals No. 2017-01

Public Transit Regional Real-Time Passenger Information System

May 22, 2017

Valley Transit

1401 W. Rose Street

Walla Walla, WA 99362

www.valleytransit.com

Proposal Submission Deadline: 4:00 PM PDT on July 07, 2017

Valley Transit

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I. Introduction

1.1 Project Purpose:

Valley Transit is seeking responses to this Request for Proposals (RFP) from qualified firms for the purchase of a turn-key Intelligent Transportation System (ITS) to be delivered and installed in fixed-route and paratransit buses owned by Valley Transit and other providers of public transportation in SE Washington, NE Oregon, and Central Idaho (Regional Partners). Although this is a largely rural, agricultural, and forest products region, it is fortunate to have a well-developed network of small public, non-profit, tribal, and private transportation providers. The transportation providers have coordinated services and schedules to support each other and leverage resources to improve mobility options in the region. However, very little has been done to market the integrated public transportation services and very few people are aware of this connectedness between transit providers. We are aware of other examples in the United States that are doing a much better job of joint-marketing of multiple rural transit systems serving a large geographic area (i.e., North by Northwest www.nworegontransit.org), and other transit systems have joined to form a multiple agency regional web site offering real-time bus location display and route planners (i.e., GO Transit representing the Raleigh/Durham area of North Carolina <https://gotransitnc.org/maps-and-schedules>). To clarify, this RFP is for provision of the ITS solution and not to provide slick marketing materials and expansive website. Our thought at the time of this writing is for a Vendor to provide us with a technologically advanced website page(s) to provide a route planning tool and to display the Regional Partners' routes, schedules, and the real-time location of their revenue vehicles on one shared map located on our new website at www.iTransitNW.com.

It is the intent of the RFP to solicit competitive proposals for an Intelligent Transportation System (ITS) under a three (3) year contract from a single qualified supplier, hereinafter referred to as the Contractor, Proposer or Vendor, with the option to extend the contract service beyond the initial three years. The anticipated minimum contract will be for an Intelligent Transportation System (ITS) installed on and used to manage VT's fleet with a minimum of 15 fixed-route buses and a minimum of 8 paratransit mini-buses, with data, web, mobile, and hosting services continuing after initial hardware installation. The order will consist of a System as defined by the technical specifications.

While interest in this project is high among the transit agency providers in our multi-state region, there is a lot of caution and skepticism that technology is both affordable and advanced sufficiently to accomplish our goals, which has resulted in most transit agencies taking a "show-me-first" attitude. Valley Transit is convinced the project is viable and that several vendors are currently capable of meeting the technical requirements at a cost-effective price. We expect many transit agencies to join the project shortly after the initial order is up and running and proven, but of course there is no guarantee provided to Vendors in the contract documents that anyone besides Valley Transit will purchase from the contract. There appears to be an understandable reluctance in transit IT departments to join this ITS partnership from what is perceived to be fear over losing control and/or security of their ITS program. This has created a necessity for the Project to be able to accommodate transit agencies that have already or will purchase ITS solutions from other vendors by our importing of their real-time GTFS-RT feed into the Regional Passenger Information System. On the other hand, this makes the Regional Passenger Information System a better demonstration project to state department of transportation agencies that may be convinced by our success of importing AVL feed from various sources to implement this model on a statewide basis.

The items purchased from the contract are funded by the Federal Transit Administration (FTA) and the Washington State Department of Transportation (WSDOT) and is subject to the FTA terms and conditions detailed in this RFP. These terms and conditions cannot be modified or negotiated. By submitting a

proposal, the Contractor must agree to abide by the FTA terms and conditions included. Contractors are requested to submit all required certifications with their proposal submittal.

We encourage proposers to be creative with solutions that make it easy for Regional Partners to join the Project in terms of cost and administrative and purchasing effort to purchase from this Contract. Hopefully, the cost for a Regional Partner to join the Project will be minimal if they already provide GTFS data for display on Google Transit Map, or have a fleet with an AVL system and GTFS-RT data available for import to this Project.

This is an RFP solicitation process for information and planning purposes only and does not bind or obligate Valley Transit to accept any proposal. It is the intent of Valley Transit to make an award to the responsible Proposer whose proposal is most advantageous to Valley Transit, as allowed by federal and state law. The Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Valley Transit Board of Directors.

To respond to this RFP, interested Proposers must include a response to all criteria that are listed in the Proposal Evaluation Criteria Section, including the Compliance Table. Failure to include a response to all the evaluation criteria may be cause for rejection. Participation in the Pre-Proposal Conference Call, detailed below, is optional but encouraged.

II. Overview

Solicitation Overview

On behalf of public transportation providers in Washington, Oregon, and Idaho, but generally in the regional vicinity of Walla Walla, WA, that being SE Washington, NE Oregon, and Central Idaho, Valley Transit, as lead agency, is soliciting proposals for the procurement of a public transit regional real-time passenger information solution. This incorporates real-time bus locations and predictions for multiple agencies (who are using multiple brands of real-time GPS/AVL systems) into one, easy to use, public interface, available to customers via multiple channels, including internet, mobile internet, smartphone applications, SMS text messaging, and passenger information signs at bus stops and transit centers.

Valley Transit is looking to contract with a single vendor to design, deploy, and provide long-term support for the Project. Valley Transit encourages partnerships in meeting the Project requirements. Valley Transit requires a single point of contact and that all partners are disclosed in the team and product information provided. Please view Section IV. A, Submission Requirements below for the requirements for submitting vendor qualifications and experience.

The purpose of this Request for Proposals (RFP) is to define Valley Transit's minimum requirements, solicit proposals for the Project, and gain adequate information by which Valley Transit will evaluate the available products and services offered by the Vendors. This procurement will be awarded based on competitive proposal procedures pursuant with the FTA and the General Statutes (RCW and WAC) of Washington State. This Project will use primary funding of approximately \$360,000 through the Washington State Consolidated Grant Program using FTA Section 5310 and local matching funds, and other funds that may become available during the initial term or subsequent term(s) of the Project.

VT is hereby inviting Proposers to submit a proposal for performance of the Services, as set out in this RFP.

The Attachments to this RFP contain information that will be essential for the preparation of Proposer's proposal.

Proposer shall refer to Attachment 1, *Proposal Certification Form*, which must be signed by a responsible representative of the company submitting the proposal. Price quotes must be submitted on the attached *Schedule A* to Attachment 1.

Proposer shall refer to Attachment 2, *Scope of Services* for a description of the Technical Specifications. Attachment 2 also contains requirements regarding Optional Features, Hosted Solution, Installation, Training and Documentation, and Warranty and Maintenance.

Proposer shall refer to Attachment 3 for the required amounts and types of insurance coverage.

Proposer shall refer to Attachments 6 and 7 for the required *Debarment and Suspension Certification* and the *Certification Regarding Lobbying* which must be signed by a responsible representative of the company submitting the proposal.

Proposer shall refer to Attachment 8 for information on submitting a Compliance Table. The

Compliance Table is a tool to help the evaluation team better understand and compare Vendor's proposals. The Compliance Table provides information in addition to this document, however the Scope of Services should always be considered to rule in cases of inconsistency or conflict. We also hope that Proposers will find the Compliance Table to be a useful tool to present their product's features and benefits logically and organized.

The services to be performed will be financed, in part, by grants provided under programs of the Federal Transit Administration (FTA), and as such are subject to the *Terms and Conditions* set forth in the grant agreements. Proposer should be aware that federal laws, regulations, policies, and related administrative practices applicable to the services may be modified from time to time. Proposer acknowledges that the most recent of such federal requirements will govern the resulting Contract at any particular time, unless the federal government determines otherwise. Likewise, new federal laws, regulations, policies and administrative practices may be established after the Contract is executed and may apply to the Contract. The laws and regulations detailed in Attachments 4, 5 and 6 include, but are not limited to, those that will be applicable to the Contract.

Proposals must be submitted by e-mail, US Postal Service, courier service, or personal delivery and must be received by the addressee no later than 4:00 PM (PDT) on July 07, 2017. Proposals received after the specified time shall be returned unopened to the Proposer.

NOTE: PROPOSALS SUBMITTED BY FAX ARE NOT ACCEPTABLE

III. Definitions

- Contract:** A contract issued between Valley Transit and the Proposer selected by Valley Transit to furnish the services defined in this Request for Proposals.
- Valley Transit:** The Walla Walla County Public Transportation Benefit Area, a municipal corporation in the State of Washington, d/b/a Valley Transit, or as referred to in this RFP as “VT” and operating in the area of Walla Walla and College Place, Washington.
- RFP:** This Request for Proposals: “Public Transit Regional Real-Time Passenger Information System” (Valley Transit RFP No. 2017-01, dated May 22, 2017).
- Proposer:** A bidder (i.e. person, firm, company, partnership, or corporation submitting a proposal or bid in response to this RFP).
- Proposal:** The proposal or bid submitted by a Proposer in accordance with the requirements of this RFP.
- Project:** The services contemplated in the Scope of Services set forth in this RFP.
- Vendor/Contractor:** The successful Proposer selected by Valley Transit to furnish the services defined in this RFP.
- Parties:** VT and Vendor may be singularly referred to as party or jointly referred to herein as Parties or parties.
- Regional Partners:** The collective group of transit agencies and providers mentioned in this RFP (listed individually below), or that may join the Public Transit Regional Real-Time Passenger Information System within the term of the contract resulting from this procurement.
- Services:** All tasks performed and all supervision, labor, materials, tools, equipment, supplies, transportation, insurance and other items, not specifically stated as being furnished by VT, provided by Vendor to accomplish a successful completion of the Project.
- System:** The complete AVL and Passenger Information System that includes the hardware and software required to meet the technical and operational requirements of the Scope of Services.

IV. Submission Requirements, Instructions and Information

A. Submission Requirements

Proposer shall submit the following documents with its Proposal. To be in compliance with this RFP and in order for a Proposal to be considered for the Services, all documents required by this section of the RFP (Section IV) must be submitted with Proposer's proposal in the format specified.

The Proposal document shall be formatted using the Item Numbers listed below under Parts 1 through 3. (Part 1 addresses the Execution Plan; Part 2 addresses the Price Proposal; and Part 3 addresses Other Information)

Proposer shall submit a signed cover letter acknowledging that the Proposal includes the following in Parts 1 through 3 below:

Part 1 – Execution Plan:

P1.1 Company profile, including size of business, number of employees and duration of time in business, name and address of firm; type of firm (i.e. corporation, partnership, sole proprietorship); if corporation also include the state incorporated.

P1.2 Proposer's organization and staffing, to include a statement of the number and categories of employees required by Proposer to perform the Services (include an organizational chart).

P1.3 Name, mailing and physical addresses, telephone and facsimile numbers and e-mail address of the Project Manager designated by the Proposer;

P1.4 Names, titles and brief statements of qualifications and experience of all personnel who will work on this Project and the relevancy of similar assignments completed by key personnel – this must include any and all partners included on the Project Team.

P1.5 A narrative indicating Proposer's experience and capabilities in performing this type of Service. Proposer shall include in this narrative its experience with tasks included in the Scope of Services.

P1.6 A detailed explanation of how Proposer will execute and manage the Services.

P1.7 Proposer's proposed schedule (dates) for performance of the Services.

P1.8 A reference list, including at least two installations that are currently active. The references should be of comparable or greater size than this Project, with at least 25 vehicles tracked and information relayed to passenger information displays; Internet site and/or cellular phones. For each separate project, include the following: name, telephone number and e-mail address of contact person at the procuring agency; a description of the project including the number of vehicles and the communication devices, approximate number of days from contract execution to full implementation of the project; and approximate number of days (if applicable) that contract time was exceeded;

This is the data to be provided in a Word table, Excel spreadsheet, or PDF for all references:

- Transit Authority / Company Name
- Contact name and title
- Address / phone / e-mail
- Description of the company business
- Date started project; duration of original installation; Go Live Date
- Total Number of Vehicles; Peak Vehicles – list by vehicle type (bus, paratransit, etc.)
- Release level and system modules currently installed
- Customizations, if any
- Hardware and network configuration
- Cost of project installation
- Communication devices used: DMS, Internet, cell phones, two-way radio, PDAs, other

P1.9 Provide a chronology of company history. Include any mergers, acquisitions or divestitures in the last ten years.

P1.10 Share projects that have interfaced with the proposed sign vendors.

P1.11 A listing of subcontractors and outside consultants that Proposer will use (if any) in performance of the Services, including:

- An estimate of their total cost and man-hours shall be included in Attachment 1, Proposal Letter
- Description of how they will be managed

P1.12 A statement of current and projected work load on other projects and the expected completion and start dates for such projects.

P1.13 If Proposer is a Disadvantaged Business Enterprise (DBE), the identity of the Certifying Agency and dates of Certification and Certification Expiration

Part 2 – Price Proposal:

P2.1 Proposer's rates and costs for performance of the Services by completion of Schedule A to Attachment 1, *Proposer's Rates and Costs*.

Part 3 – Other Information:

P3.1 A signed *Proposal Certification Form* (enclosed as Attachment 1 to this RFP) with copies of all addenda to this RFP attached.

P3.2 *Certification Regarding Lobbying* (Attachment 5)

P3.3 *Certification Regarding Debarment and Suspension* (Attachment 6)


P3.4 Insurance Certificate - Proposer is required to submit an insurance certificate indicating evidence of Proposer's ability to comply with insurance requirements (including

coverages, amounts and required endorsements) in accordance with Attachment 3, *Insurance and Performance Bond Requirements*.

P3.5 Compliance Table - Proposer is required to submit a Compliance Table in accordance with Attachment 8, *Compliance Table*.

B. Submission Requirements Checklist:

The following checklist summarizes the submission requirements in response to this RFP. In order for Proposer’s proposal to be responsive to the RFP, Proposer’s proposal must contain all of the following items, submitted in the number, form and format required by this RFP.

	Item	RFP Submission Requirements
	1	Part 1, P1.1 - P1.13: Furnish all items required in Section IV. A. Part 1 above.
	2	Part 2, P2.1 Price Proposal: Complete the rates and costs task (Refer to Attachment 1, Schedule A, <i>Proposer’s Rates and Costs</i>).
	3	Part 3, P3.1, P3.2, P3.3: Complete and sign the <i>Proposal Certification Form</i> (Attachment 1) and list Addenda issued to the RFP, if any; complete and sign Certification Regarding Lobbying and Certification Regarding Debarment & Suspension (Refer to Attachments 5 and 6).
	4	Part 3, P3.4: Furnish an Insurance Certificate, showing required coverage, amounts and endorsements (Refer to Attachment 3, <i>Insurance and Performance Bond</i>).
	5	Part 3, P3.5: Complete the Compliance Table of Features & Benefits (Refer to Attachment 8).

C. Instructions

1. Proposal Submission, Address and Due Date

Proposers must prepare and submit four (4) printed copies (including one original and three copies) and/or one (1) electronic copy of their submission organized in the manner and sequence in which the information is requested in Section IV.A above. It is acceptable to provide only an electronic PDF proposal via e-mail. Proposals shall be concisely prepared in letter size form (8-½” x 11”), however it is acceptable for the Compliance Table to be prepared for legal size form (8-½” x 14”), so you will have more room for your comments. Electronic copies shall be in Adobe PDF format. Failure to include all of the requested information listed in Section IV.A above may result in the elimination of the Proposer from consideration.

Valley Transit will receive proposals by e-mail, personal delivery, courier/delivery service, or by U.S. Postal Service. Do not send proposals by Fax. Proposals must be submitted to Dick Fondahn, General Manager, by the time and date indicated below. Send electronic PDF proposals to this e-mail address: dick@valleytransit.com. **Valley Transit’s e-mail system limits attachments to a file size not to exceed 32MB.** Valley Transit is willing to download proposals from a file service such as Dropbox, or equivalent, but accepts no responsibility for the correct function of those

sites, however we will send a confirmation to Proposers when the file has been successfully received.

Proposer shall submit a printed Proposal in a sealed envelope, clearly marked:
 Proposal for Public Transit Regional Real-Time Passenger Information System
 VT RFP # 2017-01
 Due by July 07, 2017 at 4:00 pm PDT
 Attn: Dick Fondahn

Proposals will be received until 4:00 pm PDT on July 07, 2017.

Delivered By US Postal Service	Delivered By Personal Delivery or Courier/Delivery Service
Valley Transit 1401 W. Rose Street Walla Walla, WA 99362	Valley Transit 1401 W. Rose Street Walla Walla, WA 99362

NO PROPOSALS RECEIVED AFTER THE DATE AND HOUR SET FORTH ABOVE WILL BE ACCEPTED OR CONSIDERED. PROPOSALS THAT ARE NOT RECEIVED BY VALLEY TRANSIT BY THE DEADLINE SET FORTH ABOVE WILL NOT BE CONSIDERED.

There will not be a public bid opening. Proposals are kept confidential until a Contract has been awarded. There is no expressed or implied obligation for Valley Transit to reimburse Proposers for any expenses incurred in preparing proposals in response to this RFP.

2. Contractual Relationships

VT will execute a Contract for the Services to be performed with the selected Proposer. The selected Proposer’s contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Proposer’s proposal must clearly indicate the firm or entity responsible for Contract execution.

VT will not be a party to agreements between the selected Proposer and/or any subcontractors it may choose to employ during fulfillment of the Contract; however, the selected Proposer shall execute fair and reasonable agreements with its subcontractors, if any. Prior to the execution of a Contract between the selected Proposer and VT, the selected Proposer shall provide VT with a schedule indicating the manner in which subcontractors are anticipated to participate in the execution of Services.

3. Discrepancies, Omissions and Additional Information

Proposer is responsible for examining this RFP, all addenda and the proforma Contract. Failure to do so will be at the sole risk of Proposer. Should Proposer find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Proposer shall notify VT, in writing as set out in Paragraph 4 below, of such findings immediately. Should such

matters remain unresolved by VT, Proposer should document the findings in writing prior to Proposer's preparation of its proposal and address such in Proposer's proposal.

4. Pre-Proposal Telephone Conference Call

A Pre-Proposal Telephone Conference Call is scheduled for Thursday, June 08, 2017 at 1:00 pm PDT. People may also attend in person in the Valley Transit Board Meeting Room, 1401 W. Rose Street, Walla Walla, WA. Everyone who requests a copy of this RFP and provides us with an e-mail address will be sent a reminder for the Pre-Proposal Telephone Conference Call and given an extension number to use when calling Valley Transit at (509) 525-9140. You can also call this number on May 17th to obtain the extension number from the receptionist if you have not received an e-mail notification. The purpose of the Pre-Proposal Telephone Conference Call is to hold an informal discussion for Valley Transit staff and Vendors about the Project goals and RFP process. A back and forth conversation about Vendors' questions will help clarify the questions for VT staff and help us to be more specific in our responses to Vendors. The conference call will be recorded for transcription and the text document shared with all who provided VT with an e-mail address for this RFP. Participation in the Pre-Proposal Telephone Conference Call is optional, but encouraged.

5. Questions

Any questions regarding this RFP following the Pre-Proposal Telephone Conference Call should be directed to Dick Fondahn, General Manager. All questions must be submitted in writing at any time, but no later than 4:00 pm PDT, June 15, 2017. Questions may be e-mailed to: dick@valleytransit.com. Responses to questions will be e-mailed as soon as practicable, but all replies will be made by 5:00 p.m. PDT, on June 20, 2017. All parties who have previously been provided with the RFP document will be notified via e-mail that an inquiry and response have been made. Answers to questions or directives to Proposers regarding the proposal process by any Valley Transit employee other than Mr. Fondahn and verbal answers to questions from any Valley Transit employee are not binding on Valley Transit.

5. Selection Process Protest Procedures

Protests made with respect to this RFP shall be submitted to the General Manager not later than five (5) business days after the recommendation of the selection committee has been announced. The General Manager shall provide a written response within but not later than five (5) business days after receiving such protest. The General Manager shall report all such protests to the Board of Directors prior to a Contract award.

Any and all protests filed with the VT General Manager shall be submitted in writing and:

- a) Include the name and address of the protester.
- b) Identify the procurement by solicitation number and the then current deadline date for receipt of Proposals.
- c) Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
- d) Indicate the ruling or relief that protester desires from VT.

Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of state or local law or regulations will be under the jurisdiction of state or local authorities.

All protests involving contracts financed with federal assistance shall be disclosed to the Federal Transit Administration in accordance with FTA Circular 4220.1F Third Party Contracting Guidance. Protesters shall exhaust all administrative remedies with VT prior to pursuing protests with FTA. Current regulations limit FTA's review to a grantee's failure to have or follow protest procedures, or a grantee's failure to review a complaint or protest. Currently, an appeal must be received by FTA Regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of a violation.

D. Information

1. Knowledge of RFP

Proposer shall make whatever arrangements are necessary to become fully informed regarding all circumstances and any other matters, which might, in any way, affect the cost or performance of the required Services. Any failure to fully become knowledgeable of any other matters, which might in any way affect the cost of performance of required Services, shall be at Proposer's sole risk.

2. Proprietary Information

Any reservations on the use of data contained in Proposer's proposal or other submission must be clearly stated in the submission itself. VT assumes that, unless otherwise stated, information submitted in response to this RFP may be used by VT as public information.

VT will attempt to comply with a Proposer's designation of proprietary/confidential information. However, VT may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (the public) when an obligation is imposed upon VT under the public records laws of the State of Washington. VT's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the public records laws of the State of Washington. Records that the Proposer considers to be trade secrets and privileged or confidential must be identified by the Proposer as indicated above.

3. Proposal Preparation Costs

All cost of Proposal preparation, attendance at pre-award meetings and any other pre-award costs shall be at Proposer's sole cost and expense.

4. Preparation and Submittal of Proposals

Proposals shall be prepared and submitted in the number, form, and format requested in this RFP. All copies shall be properly executed, all blanks spaces filled in, and any interlineation, alterations, or erasures fully explained and initialed by Proposer. Proposer's Proposal shall be delivered to VT in accordance with the Submission Requirements, Instructions and Information section (Section IV) of this RFP.

5. Modification and Withdrawal of Proposals

Proposer may without prejudice, modify or withdraw its Proposal by written request provided that such request is received by VT not later than 24 hours prior to the time and date that Proposals are due.

VT may request additional information or clarification from any or all Proposers. VT reserves

the right to include as contractual obligations any additional requirements that arise or result from Contract negotiations between VT and the selected Proposer.

6. Receipt and Opening of Proposals

Proposals will be received by VT at the address shown in Section IV.C.1 (Proposal Submission Address and Due Date) of this RFP, up to the date and time shown therein. Proposals will be opened in the presence of VT personnel only.

7. Contract Award

VT has the sole right to select the successful Proposer for award; to reject any Proposal as unsatisfactory or non-responsive due to non-conformance with the requirements of this RFP and to re-advertise for new Proposals; to award a Contract to other than the Proposer submitting the lowest priced Proposal; or not to award a Contract as a result of this RFP.

VT reserves the right to accept any Proposal deemed to be in the best interest of VT; to waive any irregularities in any Proposal that do not go to the heart of the Proposal, prejudice other Proposers, or do not comply with applicable federal and state laws, rules and regulations. VT further reserves the right to negotiate with any source whatsoever. A Contract may be negotiated with the Proposer whose Proposal is considered by VT in its sole discretion to be most advantageous to VT.

Proposals shall be submitted to VT on the most favorable of terms possible from the standpoint of cost, quality, and technical capability. No Proposer shall have any cause of action against VT arising out of the methods by which Proposals are assessed. The selection of the successful Proposer shall be at the sole discretion of VT.

8. Proposer Selection Schedule

VT intends to proceed with the Proposer selection process and Contract negotiations with due diligence. A tentative schedule for Proposer selection has been included as Section VI of this RFP for reference only and is subject to change.

9. Conflicts of Interest

VT has adopted a Code of Ethics that establishes standards of conduct for VT officials and employees. It is unlawful for a Proposer, Proposer's subcontractors, or suppliers who, with respect to VT, has a current contract; has performed under a contract within the past year; or anticipates proposing on a future contract; to make gifts or favors to any VT official or employee. It is also unlawful for any VT official or employee to accept any such gift or favor.

In addition, any persons acting as members of the Proposal Review and Selection Committee for this procurement shall, for the purposes of this procurement, be bound by VT's Code of Ethics.

Throughout the selection process and subsequent Contract negotiations, Proposer shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the selection process or the contract negotiations, with members of the Proposal Review and Selection Committee, the VT Board of Directors, or VT employees other than Dick Fondahn, General Manager.

10. Disadvantaged Business Enterprise Program (DBE)

Pursuant to 49 C.F.R. Part 26, VT has established a Disadvantaged Business Enterprise (DBE) Program that states, "It is the policy of Valley Transit to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also our policy to ensure nondiscrimination in the award and administration of DOT-assisted contracts; to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; to ensure that the DBE Program is narrowly tailored in accordance with applicable law; to ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; to help remove barriers to the participation of DBEs in DOT-assisted contracts; and to assist the development of firms that can compete successfully in the marketplace outside the DBE Program".

A. Required Contract Clauses (26.13, 26.29)

1) Contract Assurance

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

2) Prompt Payment

We will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from Valley Transit. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Valley Transit. This clause applies to both DBE and non-DBE subcontractors.

V. Selection Procedures

The Contract shall be awarded based upon the selection of the most qualified firm and conformance with the requirements of this RFP, with cost as a consideration. Financial as well as other factors will be considered in the decision. Unsuccessful Proposers will be notified of the successful Proposer not less than five (5) business days prior to the date that VT shall award the Contract.

A. Selection Process

Proposals must be received at VT's offices as specified in Section IV.C.1 of this RFP document. No information will be accepted after the time and date of the deadline unless requested by VT. All Proposers shall prepare and submit their Proposal documents in accordance with the requirements of Section IV of this RFP document.

B. Selection Criteria

All Proposals received will first be reviewed for completeness and inclusion of the information specified in Section IV of this RFP document. The absence of any required information may result in the exclusion of a Proposal from further analysis.

Next, proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are first evaluated to determine Proposer responsiveness, solutions and responsibility, and then scored for technical merit and overall best value. Price will be evaluated once the technical merits have been evaluated.

Selection is based on Best Value. VT will make the award to the Proposer whose proposal is most advantageous to VT's goals. Accordingly, VT may not necessarily make an award to the Proposer with the highest technical ranking, nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of VT.

Proposals will not be publicly opened. Each submitted proposal will initially be screened for responsiveness by VT. The following are the minimum requirements that must be met for a proposal to be considered responsive (Note: All requirements must be met; therefore, they are not listed by any particular order of importance): The Proposer has followed the proposal requirements, the submittal requirements, and other instructions of this RFP, and included sufficient information and detail such that the proposal can be evaluated. Any deficiencies in this regard must be determined by VT to be a defect that VT will waive or the proposal may be disqualified.

Any proposal that VT finds cannot meet these requirements, and may not be made to meet these requirements within timelines set by VT, may be determined by VT to be non-responsive, and will not be considered for further evaluation. Proposers of any proposals that have been determined by VT to be non-responsive will be notified in writing that they were not short-listed for further consideration.

VT will establish a Selection Team for this Project which will include representatives from the agency, and when deemed in VT's best interest, representatives of other public agencies, the general public, or individuals with experience and expertise in the related disciplines, including VT's consultants. VT reserves the right to independently score the proposals.

Responsive proposals will be distributed to the Selection Team. Final determination of a Proposer's responsiveness will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by VT, and information resulting from VT's inquiry of Proposer's references and its own knowledge of the Proposer.

To the extent permitted by law, cost estimates and evaluations related to costs will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Selection Team and VT officials, employees and agents having a legitimate interest will be provided access to the cost proposals and cost evaluation results during this period.

VT staff will verify the references supplied by Proposers to determine the Proposer's record of producing a quality product on similar projects, adherence to budget and schedule, overall experience and technical competence in performing work of a similar nature and quality of key personnel.

Short-List Proposers may be invited to participate in an oral interview / product demonstration with the Selection Team to further discuss the content of their proposal, demonstrate their product and respond to questions by VT staff and the Selection Team concerning their proposal. VT has no obligation to hold interviews and/or presentations during the selection process and reserves the right to enter into a Contract with any Proposer based solely upon its initial Proposal. If the Selection Team determines that presentations and interviews are needed, VT shall issue Presentations and Interviews Guidelines to the Proposers on the Short List selected to participate. If interviews are not held, the points allotted to "Oral Presentation" shall be withheld from the overall *Proposal Evaluation Form*.

The final ranking of proposals will be determined through a combination of independent examination of proposals, interviews (if utilized), cost effectiveness, and other appropriate evaluation factors (e.g., reference checks). Proposals will be ranked based on relative point totals assigned by Selection Team members ("evaluators"). The evaluators will score the proposals working and deliberating as a group and each will complete a score sheet that represents their best judgement. The point assignments will be weighted and each evaluator's weighted scores will be converted to ranks, with the highest weighted score ranked one, the next highest score ranked two, and so on. All Selection Team members' scores will be combined and the highest combined score shall be the top-ranked firm.

Proposals are evaluated using a point method of award with predetermined criteria for each element. (Note: Some evaluated elements may be weighted higher than others.) A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. Members of the team will score each proposal according to the pre-established seven evaluation criteria and weights for relative importance.

Proposals will be evaluated by the Selection Team and scored in accordance with the seven criteria outlined below:

Evaluation Criteria	(a) Weight	(b) Score	((a)x(b))/100 Weighted Score
QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM <ul style="list-style-type: none"> • Demonstrated successful performance on similar or related projects. • Experience, technical competence and role of sub-proposers, including prior working relationship with prime (if applicable). • Relevant experience of the Project Manager and key personnel in example projects. • Senior staff availability and time commitment of key personnel on this project. • Organization logic, quality and cost control measures in place. • Overall financial stability and evidence of corporate resources committed to the Project. 	10		
SYSTEM FUNCTIONALITY / TECHNICAL SOLUTION / COMPLIANCE TABLE <ul style="list-style-type: none"> • Completeness of Solution: How close does the Proposer meet the requirements as expressed in the Scope of Services? • Scalability: Ability for expansion, growth and overall functional capabilities of the System. Possibility for this system to be used statewide/Northwest-wide. Current technology to allow for cost-effective expansion as needs change. • System flexibility and upgradeability. • Passenger Information System: Method and flexibility of the predictive arrival predictions, trip planner, Web (performance and ease of use for customers). • Features to increase the use of Public Transportation by Veterans, especially to VA Medical Facilities. • Personal Communication Devices: Ability to transmit schedules, arrival information and alerts to cell phones, tablets, wearables, etc. • Quality of customer-use data coming to the transit from the mobile app. • Mapping: capabilities and accuracy of maps and ease of updates by agencies. • Capability to integrate agencies with demand-responsive transportation service into the regional web map. • Changeable Message Signs: capabilities, types and varieties of displays. • Architecture: reliability, redundancy, environments, disaster recovery, security, etc. • Reporting Capabilities: ability to meet transit agency and NTD reporting needs. • Quality and breadth of Proposer's offering of Optional Features (Section 4) 	30		
PROPOSED METHODOLOGY / APPROACH TO WORK <ul style="list-style-type: none"> • Demonstrated knowledge of the work required. • Approach and proposed methodology to project scope and schedule. • Technical merit of proposed solution (logic, advantages, proven approach). • Innovative approaches to service delivery and on-going operational support. • Acceptable Schedule: evaluate proposers schedule as it matches VT needs. 	15		
TRAINING AND SUPPORT <ul style="list-style-type: none"> • Work Plan: thoroughness of the training facilitators proposed training plan. • Support available for solution beyond initial project launch. • Thoroughness of Training Plan. 	5		
ORAL PRESENTATION (if used) <ul style="list-style-type: none"> • Demonstrated knowledge of the work required. • Appropriateness of responses to questions. • Competence of key team members and evidence of team approach. • Quality of product and services as seen in the product demonstration. 	10		
QUALITY OF WRITTEN PROPOSAL <ul style="list-style-type: none"> • Completeness of proposal and compliance with RFP instructions. • Explanation of the project or services required. • Logic, clarity and specificity of work plan. • Evidence of willingness to exceed project requirements. • Nature and extent of exceptions taken to contract terms, conditions or specifications. 	5		
COST / COST EFFECTIVENESS <ul style="list-style-type: none"> • Total implementation costs for Valley Transit's "Base Project" order. • Three year total cost of service/maintenance/warranty expense. • Cost effectiveness will be evaluated with the maximum points granted to the lowest cost proposal. 	25		
TOTAL			

C. Cost Proposal Evaluation

Cost effectiveness will be evaluated with the maximum points granted to the lowest priced proposal. All proposals will be rated based on their cost relative to the lowest-priced cost proposal. The basis for the ranking of the costs shall be as follows:

Lowest Cost Proposal / Cost Proposal being evaluated

Example:

- Lowest cost proposal = \$200,000
- Lowest cost proposal percentage = $\$200,000 / \$200,000 = 1.0$
- Lowest cost proposal weighted points = $1.0 \times 25 = 25$
- Proposal being evaluated = \$250,000
- Percentage award for proposal being evaluated = $\$200,000 / \$250,000 = .80$
- Proposal being evaluated weighted points = $.80 \times 25 = 20$

The proposal selected shall provide a cost-effective approach that meets VT's stated requirements; however, the lowest price proposal will not necessarily be selected.

D. Other Necessary Elements of a Responsive Proposal

- Complete response to and signature of Attachment 1 (*Proposal Certification Form*) to this RFP.
- Completed Insurance Certificate or evidence of insurance reflecting amounts and coverages set out in Attachment 3 to this RFP.
- Complete response to and signature of Attachment 5 (*Certification and Restriction on Lobbying*) and Attachment 6 (*Certification for Debarment and Suspension*) to this RFP.
- Complete response to Attachment 8 (*Compliance Table*) to this RFP.

VI. Tentative Schedule for Proposer Selection

Date	Anticipated Activity
Beginning May 26, 2017	Advertised two times each in the Union-Bulletin (Walla Walla, WA) and Daily Journal of Commerce (Seattle, WA), once in APTA's <i>Passenger Transport</i> , and online five days at CTAAs web site page for classified advertisements.
May 30, 2017	RFP distributed by e-mail as requests are received
June 8, 2017 1:00 pm PDT	Pre-Proposal Telephone Conference Call
June 15, 2017 NLT 4:00 pm PDT	Inquiries must be received by in writing (letter or e-mail)
June 20, 2017	Responses to all questions received will be e-mailed to all firms that have previously registered when they requested a copy of the RFP, or participated in the Pre-Proposal Conference Call
July 07, 2017 NLT 4:00 pm PDT	Proposals due at Valley Transit
July 18 & 19, 2017	Demonstration of product: Selected proposers will be scheduled to make an in-person or webinar demonstration of their product at Valley Transit, located at 1401 W. Rose Street, Walla Walla, WA.
July 20-28, 2017	Evaluation: During this period the Evaluation Committee will conduct a full, detailed evaluation of the Proposals and references.
August 01, 2017	Proposal Review and Selection Committee announces recommendation for Contract Award
August 03, 2017	Contract negotiations begin
August 17, 2017	Contract awarded by the Valley Transit Board of Directors
August 18, 2017	Contract signed
December 29, 2017	Base Project must be fully tested, accepted and operational

Please be aware that these dates and activities are subject to change.

VII. Addendum Procedures

Any changes to this RFP document will be made by addenda issued by VT. Upon issuance, the addenda will be considered part of the RFP document and will prevail over inconsistent or conflicting provisions contained in the original RFP document. Addenda will be available for distribution from VT in the same manner as the RFP document. All firms that have previously registered and been supplied with the RFP document from VT will be notified via e-mail that an addendum is available. This process will be repeated each time an addendum is created.

A valid e-mail address must be provided upon receipt of the RFP document in order for VT to notify Proposer of the availability of addenda. VT will not be responsible for Proposer failing to receive notification of the availability of addenda if an invalid e-mail address was provided to VT.

Proposer shall acknowledge receipt of all addenda in their Proposal Letter (Attachment 1 to this RFP). As with other required documentation, Proposals that fail to reference receipt of addenda as indicated may be excluded from further consideration.

A revised due date of Proposer's Proposal (if applicable) shall be stated in each addendum.

ATTACHMENT 1

PROPOSAL CERTIFICATION FORM

Public Transit Regional Real-Time Passenger Information System

In response to VT's Request for Proposal 2017-01, the undersigned ("Proposer") hereby proposes to furnish to VT necessary materials, labor, equipment, and supervision and to perform operations, duties and obligations necessary to complete the Services set out in Attachment 2 to this RFP.

Proposer's Rates and Costs - Proposer shall submit a Schedule of Rates and Costs with their proposal as Schedule A to this signed Proposal Certification Form, Attachment 1.

By submitting this proposal, Proposer agrees that all information received by VT from Proposer, as a result of this Request for Proposal and subsequent thereto, shall become the property of VT, to be used and disclosed at its sole discretion without further obligation to Proposer, copyright or other restrictive legend notwithstanding.

VT reserves the right to reject any and all proposals. No obligation, either expressed or implied, exists on the part of VT to make an award for the Services or for the cost incurred by Proposer in the preparation of the proposal.

Proposer agrees that this proposal constitutes a firm offer to VT which cannot be withdrawn for sixty (60) calendar days following the proposal due date.

Proposer certifies that it has examined and fully understands all of the provisions of the RFP documents and is satisfied that they are accurate; that it has carefully checked all numbers and statements made in this proposal; that it has satisfied itself with respect to the actual site conditions, nature and location of the Services; the general and local conditions to be encountered in the performance of the Services; and other matters which in any way may affect the Services or the cost thereof. Proposer hereby agrees that VT will not be responsible for any errors or omissions in the proposal.

If awarded a Contract, Proposer further agrees to negotiate and execute a Contract to VT within sixty (60) days from Contract award by the VT Board of Directors. The undersigned hereby certifies that they are authorized to bind Proposer to this proposal and to a Contract resulting therefrom.

Attached hereto and made a part of this Proposal are the required proposal data and all other information which Proposer desires to be considered as part of this proposal. Proposer acknowledges that VT, at its option, may incorporate any of the information submitted by Proposer into a resulting Contract.

Four printed copies (including one original and three copies) and / or one electronic copy

of the Proposal organized in the manner and sequence in which the information was requested in Section IV.A are submitted for review by VT.

Proposer acknowledges receipt of all addenda to this RFP (if any) and has attached a listing of all addenda issued under this RFP with this Proposal.

Addendum No. _____ dated _____
Addendum No. _____ dated _____
Addendum No. _____ dated _____
Addendum No. _____ dated _____
Addendum No. _____ dated _____

Proposer Name: _____

Proposal Date: _____

By: _____

Title: _____

Signature: _____

Schedule A to Attachment 1 - Proposal Certification Form

Proposer's Rates and Costs

1. Proposers are to supply a fully descriptive quote of all costs, including all components and services, required to complete and deliver a fully functioning system meeting the requirements of this RFP.
 - A. Provide the cost of the Base Project.
 - B. Provide the three year cost of service/maintenance/warranty expense for the Base Project.
 - C. Provide the cost of items listed in Optional Features (Attachment 2, Section 4 – Optional Features). This may be done in the last two pages of the Compliance Table.
 - D. Provide the Compliance Table with costs added where appropriate for your responses.
 - E. Provide the cost of items necessary for the Project, but not listed elsewhere.
 - F. Provide the cost to extend the Contract for the first renewal year, Year 4.
 - G. Provide the cost to extend the Contract for the second renewal year, Year 5.
2. The Prices above include, but are not limited to:
 - A. All labor costs including supervision and administrative support; payroll: insurance, taxes and benefits; consumables; expendables; all tools and equipment; reports required by Vendor and/or VT; insurance; applicable taxes (including, but not limited to sales/use taxes); profit; and all other services, overhead and expenses necessary for the complete and satisfactory performance of the Services, except such items as VT specifically agrees to supply or furnish to or for the use of Vendor.
 - B. All travel and lodging, subsistence and allowances required for Vendor's employees engaged in the Services.
 - C. Mobilization, demobilization and startup and implementation costs for Vendor.

Attachment 2

SCOPE OF SERVICES

Section 1: General Information and Introduction

A. Project Description

The intent of this project is to pull real-time vehicle location and arrival prediction data from the following transit systems and present it to the public in an easy-to-use interface, which can be accessed from multiple technologies, including the internet, mobile internet, and SMS text messaging. Moreover, the Contractor shall be required to assist Regional Partners to export GTFS data and GTFS-RT real-time vehicle location information (if available) to Google Transit and to data repositories like Transitland (<https://transit.land/>), which will encourage third party companies and individual developers/programmers (i.e., Transit App, or HERE.com) to create applications for technologies like the iPhone, Android devices, Blackberry, Windows Phone, wearable devices, etc., and in the process to inform and educate the public about our transportation services.

The further intent of this project is to provide a demonstration project of readily available, off-the-shelf, technology to inform elected and appointed officials and the Department of Transportation staff in Washington, Oregon and Idaho. The launch of this project will show that county and state lines do not impede the flow of people, buses, and transit information. Therefore, the Project will need to comply with open design standards so other transit agencies, non-profit transportation providers, and for-profit transportation providers can join the web based Regional Map (www.iTransitNW.com) per contract terms between Valley Transit and the Vendor, or replicate the Project.

The Project is also in a unique position to demonstrate a multi-state regional approach to serving veterans with public transportation to the Veterans Administration Hospital in Walla Walla, the Jonathan M. Wainwright Memorial VA Medical Center (<https://www.wallawalla.va.gov/>). This VA Medical Center serves a very large and rural area of eastern Washington, Oregon and western Idaho. While it is not a specific project requirement, it would be interesting to see ideas and suggestions from Proposers on how to combine technology, marketing, and information technology services with public transportation to make it easier for veterans to access the services available to them at the Wainwright Memorial VA Medical Center and for us to evaluate the effectiveness of transit in providing veteran transportation in rural and remote areas.

Whereas, it is in the direct interest of the people residing in the Valley Transit Public Transportation Benefit Area (PTBA) to be able to take full benefit of the multimodal transportation options available to them, the minimum or **Base Project** includes creation and display of a web based, multi-state, real-time bus location Passenger Information System, which includes several locally important transit agencies with their routes, bus stop schedules, and ETA information. These transit systems currently provide regularly scheduled transit service to and from Walla Walla, and also include our regional economic center of the Tri-Cities, WA (Pasco/Kennewick/Richland). All of these transit agencies, except Columbia County Public Transportation, have accounts with Google Transit and GTFS data available for use at no extra expense to the Contractor. The specific transit systems **included in the Base Project** are: Valley Transit, City of Milton-Freewater Transit, Grape Line (part of WSDOT's Travel Washington Program), Columbia County Public Transportation,

Kayak (Confederated Tribes of the Umatilla Indian Reservation), Grant County People Mover, and Ben Franklin Transit. The Base Project also includes providing the necessary hardware and software systems for Valley Transit, Milton-Freewater Transit, and Grape Line, so they can go from providing static GTFS data to Google Transit Map to pushing GTFS-RT to Google Transit Map, and providing a web based, regional, multi-state map at www.iTransitNW.com with Valley Transit (15 fixed-route buses and 8 paratransit mini-buses), Milton-Freewater Transit (1 fixed-route mini-bus), and Grape Line (1 fixed-route mini-bus) routes displayed on the map with bus icons moving in (near) real-time on the map with real-time ETA predictions. The Base Project will also include importing Ben Franklin Transit fixed-route system schedule, route, and real-time vehicle location information from TripSpark Streets and displaying their fleet's fixed-routes, real-time vehicle positions, and ETA predictions on the Project's online, multi-state, regional map. BFT has 50 fixed-route buses and purchased TripSpark Streets in February 2017. If we discover that any of the transit systems listed in this particular paragraph have corrupt GTFS or GTFS-RT data, or otherwise unworkable/unusable GTFS or GTFS-RT data, then the Contractor may be directed to correct the problem, at Valley Transit's sole discretion, and in which case the Contractor may charge an extra fee for this work by way of a change order. However, Columbia County Public Transportation is no longer shown in Google Transit Map and Proposers should include the cost to create GTFS data for CCPT's routes, schedule, and fares in the cost for the Base Project.

There are currently thirteen public transportation service providers in the travel-shed of the project area (the Blue Mountain Travel-Shed), which includes people from the region of SE Washington, NE Oregon and Central Idaho. At this time, only one of these providers is using a passenger information system with real-time bus locations:

- Pullman Transit – Uses a vehicle tracking system from Strategic Mapping and is interested in adding more features to this system, or changing systems. Pullman Transit connects with Northwest Trailways for service outside the community. Pullman Transit also provides service to all elementary, middle and high schools and Washington State University, and coordinates service with the Whitman County Council on Aging for transportation services in the community. Pullman Transit operates 20 buses in fixed-route service and prefers to make use of the AVL hardware already installed in their fleet. Pullman Transit is not making a commitment to purchase at this time. (<http://pullman.mapstrat.com/nextvehicle/Map.aspx>.)

There are currently three transit service providers who have GPS enabled buses but do not have the technology to share bus location information with the public. These include:

- Valley Transit – Uses StrataGen's ADEPT paratransit software and Mentor first generation MDT hardware (2002) in all fixed-route vehicles, however the paratransit fleet has just upgraded to the mSlate device by DDS (<http://www.digital-dispatch.com/products/mslate/>). Proposers that cannot take advantage of the mSlate devices that are already installed in the paratransit fleet should include in their proposal for the Base Project the additional hardware and installation cost that is necessary to provide real-time vehicle location reports for the paratransit mini-bus fleet to the web based regional map. The mini-bus fleet would not need a replacement MDT if position reporting can be provided by a less expensive GPS transmitter. Valley Transit shall be provided with a simple in-house method (i.e., a switch in the software) to turn the display of paratransit vehicles *on* or *off* from the web based regional map in the event it turns out to be a bad idea to show Dial-A-Ride customers the location of the paratransit mini-buses. The same mini-buses are also used in a Job Access program and in our Evening & Saturday Flex Route (a route deviation service), so it is functionally advantageous to be able to turn location tracking for the mini-bus fleet on/off depending on the time of day and service mode for this fleet.

The 15 bus fixed-route fleet will transition from the old (2002) Mentor MDT units to new DDS mSlate devices, unless a change in device is required to obtain full functionality of the Proposer's products, or another significant advantage (i.e., cost) can be realized by using a different mobile device. The cost of 15 installed mSlate devices in VT's fixed-route fleet shall be included in the cost of the Base Project. However, Proposers may also provide the installed price of their recommended MDT for VT to consider as an alternative, but be advised the mSlate MDT cost will be used as part of the Cost Proposal Evaluation (page 19).

VT currently uses a Motorola two-way radio system (in the 453-460 MHz band) for data communications with the old Mentor MDC units in the fixed-route buses, but the new mSlate devices for paratransit are configured with a Verizon cellular interface. Two-way radio data communication is good in the Walla Walla Valley and VT has a surplus of frequencies available for data, so Proposers are encouraged to consider this option as an alternative if it is cost effective and provides near real-time vehicle location services. VT will continue to pay for the cost of two-way radio equipment and monthly Verizon service charges, so these are not expenses for the Contractor to include in their proposal. The cost of data communications in this Project (i.e., to/from vehicles, facilities, and signage) shall be a cost of the Regional Partners and not the Contractor. Valley Transit shall purchase a package of services and equipment through this procurement to support a minimum of 15 fixed-route buses and 8 paratransit mini-buses. (www.valleytransit.com)

- Northeast Oregon Public Transit (a division of Community Connection of NE Oregon) – Uses StrataGen's ADEPT paratransit software, DDS mSlate LCD tablet hardware, and Verizon cellular for connectivity. Northeast Oregon Public Transit operates 6 cutaway mini-buses in fixed-route service and is not making a commitment to purchase at this time and is most likely to consider only joining the Regional Real-Time Bus Location Map. (<http://www.neotransit.org/> or <http://www.ccn.org/>)
- Kayak – The public transportation service of the Confederated Tribes of the Umatilla Indian Reservation providing transit to Umatilla and Morrow Counties, Oregon and commuter service to Walla Walla and Kennewick, Washington. Kayak uses the GPS Insight (www.gpsinsight.com) product to send vehicle telemetric data to their dispatch center. Kayak operates 10 cutaway mini-buses in fixed-route service at this time and **is included in the Base Project**; please see the fourth paragraph in this section (Section A: Project Description). The Kayak GTFS data for bus routes and scheduled ETA is to be shown on the Regional Real-time Bus Location Map, but Proposers should indicate in the Compliance Table if their system can support import of the real-time vehicle location data from GPS Insight and showing Kayak on the Regional Map with real-time moving buses and real-time ETA predictions. (<http://ctuir.org/tribal-services/planning/kayak-public-transit>)

One transit system is in the unique position of having recently contracted to purchase a full-featured ITS product and its installation and implementation will occur slightly ahead of this procurement for Valley Transit. This is in the Tri-Cities, which is significant because this is the major regional population center in Eastern Washington and Oregon, and also the regional center for transportation, retail, education, medical and other services.

- Ben Franklin Transit – BFT uses TripSpark PASS for scheduling and routing of its paratransit fleet and all paratransit vehicles have Mobile Data Terminals (TripSpark Ranger) and software. BFT has recently

contracted with TripSpark to provide TripSpark Streets. Streets is Computer Aided Dispatch (CAD) and Automated Vehicle Location (AVL) program that will allow BFT to outfit its fixed-route bus fleet with hardware and software to provide operational metrics, schedule and route adherence, as well as static and real-time passenger information. Valley Transit's Project is only looking to import BFT's Fixed-Route route, schedule, and real-time vehicle location information from TripSpark Streets to display passenger information on the regional website map. BFT is willing to share their GTFS and GTFS-RT data with our project at no cost to the Project or Contractor. BFT operates 50 buses in fixed-route service and **is included in the Base Project**; please see the fourth paragraph in this section (Section A: Project Description). (www.bft.org)

Other interested transit agencies in our region, but do not have AVL hardware in their vehicles (except as noted) include:

- Grape Line – The Greyhound feeder service operating between Pasco, WA and Walla Walla. This is a partnership between Greyhound, WSDOT, and the FTA, and is operated by a contractor, Central Washington Airporth (CWA). Grape Line has GTFS data available for the project. Grape Line has one route between Walla Walla and the Tri-Cities. There are three mini-buses available to CWA to operate on the route; however the Project will only provide one GPS transmitter for one mini-bus (not an MDC), but additional GPS and/or MDC units shall be available for purchase from the Optional Features – Section 4, if CWA decides to purchase additional units from this contract. Grape Line **is included in the Base Project**; please see the fourth paragraph in this section (Section A: Project Description). (Travel Washington - <http://www.wsdot.wa.gov/transit/intercity>)
- Milton-Freewater (Oregon) Public Transportation – Milton-Freewater is in the same Metropolitan Planning Organization as Valley Transit and located about five miles south of the Oregon-Washington state line. One bus provides three fixed-route trips on weekdays between Milton-Freewater and Walla Walla. Milton-Freewater has GTFS data available for the project. Milton-Freewater has one route between Milton-Freewater and Walla Walla. There are two mini-buses available to Milton-Freewater to operate on the route; however the Project will only provide one GPS transmitter for one mini-bus (not an MDC), but additional GPS and/or MDC units shall be available for purchase from the Optional Features – Section 4, if Milton-Freewater decides to purchase additional units from this contract. Milton-Freewater Transit **is included in the Base Project**; please see the fourth paragraph in this section (Section A: Project Description). (<http://www.mfcity.com/transport>)
- Columbia County Public Transportation – CCPT connects with Garfield County Transportation in Starbuck, WA and in Walla Walla with Valley Transit, Walla Walla Airport, Grape Line, Kayak, Milton-Freewater Transit, and Grant County People Mover. CCPT provides transportation to public schools in Dayton and Waitsburg as well as many schools in Walla Walla, including all three colleges. CCPT is contracted with People for People and the Hospital District to transport residents to Walla Walla for medical appointments. CCPT no longer has GTFS data available for the Project, so the Contractor shall create new GTFS data with route, schedule, and fare information. CCPT operates 6 cutaway mini-buses in general public, demand-responsive service and **is included in the Base Project**; please see the fourth paragraph in this section (Section A: Project Description). (<http://www.ccptransit.org/>)
- Grant County (Oregon) Transportation District – The People Mover is headquartered in John Day, Oregon and uses two small buses to transport people between small cities in Central Oregon and

Walla Walla. Grant County has GTFS data available for the project. Grant County People Mover operates 2 cutaway mini-buses in fixed-route service and **is included in the Base Project**; please see the fourth paragraph in this section (Section A: Project Description).

<http://www.grantcountypeoplemover.com/>

- Asotin County PTBA (Public Transportation Benefit Area) – Provides connection to Nez Perce County Regional Airport in Lewiston, Idaho. Many medical and skilled nursing facilities in the area utilize Asotin County PTBA’s demand response services for transporting clients and patients. The Asotin County PTBA service connects with the Lewiston Transit System and the Appaloosa Express at the Lewiston Community Center. Asotin Transit has GTFS data available for the project. Asotin Transit has 6 cutaway mini-buses in fixed-route service and is not making a commitment to purchase at this time. <http://ridethevalley.org/about/asotin-co-ptba/>
- Lewiston (Idaho) Transit System – Lewiston is in the same Metropolitan Planning Organization as Asotin County PTBA, but on the Idaho side of the Snake River. Lewiston Transit has GTFS data available for the project. Lewiston Transit operates 6 cutaway mini-buses in fixed-route service and is not making a commitment to purchase at this time. (<http://ridethevalley.org/about/lewiston-transit/>)
- SMART Transit (Moscow, Idaho) - SMART Transit's current services are focused on demand response and fixed route transportation in Moscow, Idaho, with an emphasis on the University of Idaho. Smart Transit has GTFS data available for the project. Smart Transit operates 4 cutaway mini-buses in fixed-route service and is not making a commitment to purchase at this time. <http://www.smarttransit.org/>
- Garfield County Transportation – A rural demand-responsive system in SE Washington. Garfield County Transportation provides service between Pomeroy WA and Lewiston, ID including connections with the Lewiston Airport and Trailways bus line. Service to the Clarkston branch of the Walla Walla Community College and, with advance notice, connections with Columbia County Public Transportation and Asotin County PTBA. Garfield Transportation does NOT have GTFS data available for the project. Garfield County operates 3 cutaway mini-buses in fixed-route service and is not making a commitment to purchase at this time. (<http://www.co.garfield.wa.us/transportation/home>)

Five other transit systems are included in the Project because they share a cultural heritage of being “east-siders”, those people in Washington and Oregon who live on the east side of the Cascade Mountains, which due to their size and ruggedness formed a physical barrier between the west side and the east side of these states. Today, while the physical barrier is not of such great importance, there still exist economic and cultural differences that provide the transit systems on the east side of the Cascade Mountains with a community of interest in cooperation and service development.

- Yakima Transit – Yakima Transit operates 11 fixed-routes and a paratransit service in the City of Yakima, WA. Yakima Transit provides connecting service to the Yakima Airport, Greyhound, Union Gap Transit, People For People’s Community Connector and the Yakima-Ellensburg Commuter at the Yakima Transit Center. Yakima Transit operates 22 fixed-route buses and is not making a commitment to purchase at this time. Yakima Transit has GTFS data available and provides customers with real-time bus location information online and with the City of Yakima iBus App and is most likely to consider only joining the Regional Real-Time Bus Location Map. (<https://yakimatransit.org/>)

- Central Transit (City of Ellensburg, WA) – is a public transit service supported by the City, Central Washington University (CWU), and Hopesource and provides an emphasis on service to CWU. Central Transit has a rudimentary real-time bus location map at <http://map.foxtraxgps.com/map/view-only?api-key=hopesource>. Central operates 5 cutaway mini-buses in fixed-route service and is not making a commitment to purchase at this time. (<https://ci.ellensburg.wa.us/centraltransit>)
- Grant Transit Authority (Moses Lake, WA) – operates deviated fixed-route in Grant County with 7 buses and 3 cutaway mini-buses and is not making a commitment to purchase at this time. <http://www.gta-ride.com/index.htm>
- LINK Transit (Wenatchee, WA) – Link serves a two county rural and mountainous area in Central Washington State. Link has GTFS data available and is listed on Google Transit. Link operates 30 buses in local and intercity fixed-route transit and is not making a commitment to purchase at this time. <http://www.linktransit.com/>
- Central Oregon Public Transit, Bend, OR, (Cascades East Transit) – CET operates 20 buses to provide fixed-route bus service in Bend and an intercity service that links Bend, Redmond, Terrebonne, Prineville, Madras, Culver, Metolius, Warm Springs, La Pine and Sisters. CET is in the process of installing Transit Tracker, which is a tool for real-time bus location in use at Portland’s Tri-Met. CET is not making a commitment to purchase at this time and is most likely to consider only joining the Regional Real-Time Bus Location Map. (<http://cascadeseasttransit.com/>)

B. Project Goals & Objectives

At this time, there are many transit customers who utilize multiple service providers to make their daily, weekly, or occasional trip. Unfortunately, customers have to toggle between multiple systems and interfaces to view information for multiple service providers, and very few transit providers in our region provide real-time vehicle location and predication services, and customers have no way to view arrival predictions for multiple service providers at shared bus stops.

The first of three primary goals of this project is to create a website and map providing a regional focus versus viewing each transit agency on a different website. The regional, multi-state web map will show both transit agencies providing static GTFS data and transit agencies providing real-time GTFS-RT data, and provide a trip-planner tool, such as Google Trip Planner. This goal is facilitated by providing a multi-agency purchasing opportunity to join the Project with the stipulation of being geographically connected to any Regional Partners listed below or connected by way of a bus route to any of the Regional Partners. The transit agency data from the Regional Partners will be presented to the public through a single interface that allows transit customers to:

- Easily view transfer options and fares between service providers
- Retrieve real-time location and arrival & departure predictions of their transit vehicles regardless of their level of understanding on how to read and interpret maps
- Gain a better understanding of the regional network of transit service providers
- Utilize mobile technologies to obtain the real-time information on their transit vehicles’ location and predicted arrival & departure time
- Improve passenger perception of reliability, on-time service, and quality of transit service.

The second of the three primary goals of this project is to establish a platform that is highly scalable so

transit systems in the three-state Pacific Northwest area can join the Project in a cost-effective and cost-competitive manner. The attainment of this goal would be observable and realized by creating a demonstration project that is so successful that it will motivate the state departments of transportation to take over operation of the Project and offer it as a service to all public transportation providers and their passengers in the Pacific Northwest states.

The third primary goal is to increase the safety and security of transit vehicle operators and passengers. This project will provide precise vehicle locations to transit dispatch centers for coordination with first responders to incidents and emergencies. Passengers will perceive increased security with knowledge of real-time bus locations and accurate arrival time predictions, which will minimize waiting times at bus stops and easier and faster wayfinding to the closest bus stop.

We expect to be able to accomplish these goals by taking the following steps:

- Install a single real-time information portal on a new Regional Partner web site (www.iTransitNW.com), which allows riders to easily view real-time location and arrival/departure predictions for all participating agencies with AVL/GPS hardware/software, and predictions based on published schedules for transit agencies without AVL/GPS capabilities.
- Disseminating the real-time location and prediction information via text-based tools, which allow the customer to select their agency, route, and stop from drop-down lists, thereby allowing customers with limited map-reading abilities to still obtain the needed information.
- Making the real-time location and prediction information available thru mobile, web, and SMS text messaging technologies. Some transit customers have limited financial means to purchase expensive technology like smartphones, so it is critical that this project also provide a way to share bus route and schedule information with customers using a simple cellular phone with texting capabilities. For example, Washington State Department of Social and Human Services (DSHS) provide clients with a prepaid cellular flip-phone to aid them in their requirement for to search for employment. The Project must provide transit passengers with this type of cellphone with the minimum ability to obtain bus route and schedule information, and provide the Project Partners with the ability to send a simple text message for a Rider/Service Alert to riders who have signed-up for the SMS alerts service.
- Make real-time data feeds available to local programmers through a data repository that also houses Google Transit Feed Specification (GTFS and GTFS-RT) and shape file data for all area routes, thereby encouraging and utilizing the wealth of talented programmers in our region to create new mobile applications for disseminating schedule, route, and real-time information.
- Integrating the real-time vehicle location data into Google Transit (GTFS-RT).
- Provide a tight connection with Google Transit Trip Planner so transit customers can easily obtain solutions and fares with multiple providers of transportation (public, non-profit, and for-profit) that are publically sharing their GTFS and/or GTFS-RT data.
- To improve customer's confidence that the route maps and predictive information is correct and up to date by providing the Project Partners with a tool to change the routes immediately as information comes in to Dispatch about emergency and unplanned route deviations. The almost immediate correction of bus route maps is as important to the Project as the ability to send service/rider alerts to subscribing transit customers (high priority). This tool will allow Regional Partner staff to create or update maps for temporary detours for construction, test routes, summer and/or holiday routes, and special event routes (special routes for college football games).
- To provide Project Partners with improved and new management information system reports coming from a GPS location-aware fleet. New reports will be facilitated with the ability to add new optional hardware such as Automatic Passenger Counters (APC) and electronic fareboxes,

and provision of specialized transit system monitoring software for dispatchers and supervisors to make it easier and more intuitive to spot bus route and vehicle problems that need corrective measures.

C. Agency Profiles

Valley Transit

www.valleytransit.com

System Snapshot

- Service area – Walla Walla/College Place area
- Congressional district – 5
- Legislative district – 16
- Type of government – PTBA
- Governing body – Eight-member board of directors composed of two Walla Walla County Commissioners, three Walla Walla City Council members, two College Place City Council members, and one non-voting member representing the Amalgamated Transit Union Local 757.
- Tax authorized – 0.6 percent total sales and use tax: 0.3 percent approved in 1980 and an additional 0.3 percent approved in 2010.
- Fares – Fixed-route service and Saturday and Evening service, 50 cents per boarding; seniors and individuals with disabilities with reduced fare permit, 25 cents per boarding. Monthly passes are available for \$20.00 per month; reduced fare passes are available for \$10.00 per month for persons with special transportation needs. Paratransit services, 75 cents per boarding for qualifying persons; monthly passes are available for \$12.00 per month. Job Access passes are available for \$12.00 per month for qualifying persons.
- Intermodal connections – Valley Transit maintains connections with; Columbia County Public Transportation to Dayton and Waitsburg and the Grape Line to Pasco. Connections with transportation providers operating in Oregon provide service to the cities of Milton-Freewater, Pendleton and La Grande. Valley Transit also provides connections to the regional airport upon passenger request and provides service to all public and private elementary, middle and high schools, as well as all hospitals and medical clinics in Walla Walla and College Place. Service also provided to Walla Walla Community College, Whitman College and Walla Walla University.

Grape Line

www.grapeline.us

System Snapshot

- Operating name – CWA, Inc. dba Travel Washington Grape Line
- Service area – Between Walla Walla and Pasco.
- Congressional districts – 4 and 5
- Legislative district – 16
- Planning regions – Benton-Franklin-Walla Walla RTPO
- Type of agency – For-profit
- Days of service – 7 days a week
- Base fare – One-way trip to/from Pasco – Walla Walla \$15.
- Current Operations - Travel Washington's Grape Line operates three round-trips daily between Walla Walla Regional Airport and Tri-Cities Airport. Service includes the Walla Walla Transit Center, College Place, Touchet, Wallula, Burbank, Pasco Intermodal Station and Pasco Transit Center. Tickets may be purchased online, from the drivers, sales agents at the Walla Walla transit center and Pasco

Intermodal, and through NBTA Interline Member Carriers and Amtrak.

- Revenue Service Vehicles - One 27-passenger ADA-accessible cutaway mini-bus.
- Intermodal Connections - The Grape Line provides connections to Walla Walla regional and Tri-Cities airports, Greyhound and Valley Transit at the Walla Walla transit center, Greyhound and Amtrak at the Pasco Intermodal Station, and Ben Franklin Transit at the Pasco Transit Center.

Ben Franklin Transit

www.bft.org

System Snapshot

- Service area – Benton and Franklin counties
- Congressional district – 4
- Legislative districts – 8 and 16
- Type of government – PTBA
- Governing body – Ten-member board of directors with one Benton County commissioner; two Franklin County commissioners; one council member from Benton City, Prosser, Kennewick, Pasco, Richland and West Richland, respectively; and one non-voting union representative.
- Tax authorized – 0.6 percent total sales and use tax: 0.3 approved in 1981 and an additional 0.3 percent approved in 2002.
- Fares – Base fare is \$1.50 per boarding for fixed route and paratransit. Seniors over the age of 60 ride fixed route for free. Youth age 6 to high school is \$1.00, five and under ride for free (fixed route).
- Intermodal connections – The service area includes Tri-Cities Airport, Pasco Amtrak and Greyhound stations; Grape Line service to Walla Walla; People for People service to Yakima; Columbia Basin Community College in Pasco, WSU-Tri-Cities, Battelle and other north Richland business locations; and 10 park and ride lots. On weekdays and Saturdays, Ben Franklin Transit has 21 fixed routes serving Benton City, Kennewick, Pasco, Prosser, Richland and West Richland. There are 5 inter-city routes and 16 local routes. Service is provided to most schools including overload/tripper buses on busier school routes. Tri-City Trolley – Hermiston and Pendleton weekdays and Saturdays.

Columbia County Public Transportation

<http://www.columbiacountyga.gov/government-/departments-l-r/public-transit>

System Snapshot

- Service area – Columbia County and a small portion of Walla Walla County
- Congressional district – 5
- Legislative district – 16
- Type of government – County transportation authority
- Governing body – Five-member board composed of the three county commissioners and the mayors of Dayton and Starbuck.
- Tax authorized – 0.4 percent total sales tax approved in 2005.
- Fares – The fare structure is as follows (discounted monthly passes are available):
 - Inside Dayton city limits: \$1.50 per boarding and \$1.00 per day for seniors and individuals with disabilities.
 - Outside Dayton city limits (up to 15 miles): \$5.00 round trip (\$3.00 one way) and \$3.00 for seniors and individuals with disabilities round trip (\$1.50 one way).
 - Starbuck to Dayton: all ages \$3.00 (3 person minimum).
 - Dayton and Waitsburg to Walla Walla for all ages: round trip \$7.50 and one way \$5.00.
 - Dayton and Waitsburg to College Place for all ages: round trip \$10.00 and one way \$7.50.
- Intermodal connections – CCPT connects to Garfield County Transportation; Valley Transit in Walla Walla; Walla Walla Airport; and the Grapeline in Walla Walla, with connections to Pasco Airport, Amtrak

and Greyhound Bus Lines. CCPT provides transportation to public schools in Dayton and Waitsburg as well as many of the public schools in Walla Walla. CCPT provides service or connections to all three of the colleges in Walla Walla and College Place, as well as many commuters. CCPT is contracted with People for People and the Hospital District to transport residents to Walla Wall for medical appointments.

Garfield County Public Transportation

<http://co.garfield.wa.us/transportation/home>

System Snapshot

- Service area – Garfield County
- Congressional districts – 5 in Washington and 1 in Idaho
- Legislative districts – 9 in Washington and 6 in Idaho
- Type of government – Unincorporated transportation benefit area
- Governing body – Three-member county commission.
- Tax authorized – Garfield County Public Transportation does not receive any sales and use tax dedicated for public transportation.
- Fares – GCPT operates on a donation basis. Suggested donations are \$2.00 (local) and \$5.00 (Lewiston).
- Intermodal connections – Garfield County Transportation provides service between Pomeroy Wash. and Lewiston Idaho, including connections with the Lewiston Airport and Trailways bus line. Service is provided to the Clarkston branch of the Walla Walla Community College, and with advance notice connections with Columbia County Transit and Asotin County Transit.

Asotin County PTBA

<http://ridethevalley.org/about/asotin-co-ptba/>

System Snapshot

- Service area – Asotin County
- Congressional district – 5
- Legislative district – 9
- Type of government – PTBA
- Governing body – Three-member board of directors.
- Tax authorized – 0.2 percent sales and use tax with a sunset clause requiring renewal in 2015.
- Fares – The base fare is 75 cents per boarding for fixed route, and \$1.50 for per boarding for paratransit services.
- Intermodal connections – Provides connection to Nez Perce County Regional Airport in Lewiston, Idaho. Garfield County Outreach, based in Pomeroy, provides twice-weekly shuttle service to the Clarkston/Lewiston area. From there, passengers can connect with Asotin County PTBA's hourly fixed route services at the Lewiston Community Center. Many medical and skilled nursing facilities in the area utilize Asotin County PTBA's demand response services for transporting clients and patients. The Asotin County PTBA service connects with the Lewiston Transit System and the Appaloosa Express at the Lewiston Community Center.

Lewiston Transit System (Lewiston, Idaho)

<http://ridethevalley.org/about/lewiston-transit/>

The valley-wide transit system provides public transportation in the Lewis-Clark Valley. Moving across state borders, the Lewiston Transit System of Lewiston, Idaho and Asotin County Public Transportation Benefit Area of Clarkston, Washington, are working together to connect people with their communities. Our service hours are 6:00 A.M. to 7:00 P.M. Monday through Friday. Lewiston Transit also offers connections

to the Appaloosa Express.

Pullman Transit

<http://www.pullman-wa.gov/departments/pullman-transit>

System Snapshot

- Service area – City of Pullman
- Congressional district – 5
- Legislative district – 9
- Type of government – City
- Governing body – Seven-member city council.
- Tax authorized – Funded through a 2 percent local utility tax approved by voters in 1978.
- Fares – Fixed route is 50 cents per boarding for adults and 30 cents per boarding for youth, seniors and individuals with disabilities.
- Intermodal connections – Pullman Transit connects with Northwest Trailways for service outside the community. Pullman Transit also provides service to all elementary, middle and high schools and Washington State University, and coordinates service with the Whitman County Council on Aging for transportation services in the community.

Smart Transit (Moscow, Idaho)

<http://www.smarttransit.org/>

Regional Public Transportation, Inc. (RPT) operates as a private non-profit corporation for the purpose of providing accessible transportation services to the general public within a seven county area of Clearwater, Idaho, Latah, Lewis, and Nez Perce counties in Idaho; and Asotin and Whitman counties in Washington. SMART Transit's current services are focused on demand response and fixed route transportation in Moscow, Idaho. In 2012, the City of Moscow, in partnership with the University of Idaho, completed the Moscow Intermodal Transit Center (ITC) as a centralized location for multiple modes of transportation within the city and as a connection hub for intercity bus service. The ITC connects Moscow's fixed route and demand response services with the UI campus shuttle service, intercity bus service access, as well as bicycle and pedestrian access, as it sits right alongside Paradise Path. In addition to the SMART Transit offices, the ITC houses the UI Parking and Transportation Services and the Community Transportation Association of Idaho (CTAI) Region 2 Mobility Management office.

Milton-Freewater Transit (Milton-Freewater, Oregon)

<http://www.mfcity.com/transport>

The City's transportation services are supported by both federal and state grants as well as a generous Local Option Tax voted in by our citizens. The City provides transportation services in and around the City of Milton-Freewater, and also intercity travel to both College Place and Walla Walla, Washington. In addition you can make connections to Grapeline in Walla Walla, which services Pasco, Washington. A connection may be made to Kayak (Confederated Tribes of the Umatilla Indian Reservation), which services Walla Walla, Washington and Weston, Athena, Mission and Pendleton, Oregon from our area. The City of Milton-Freewater provides taxi service six days per week and intercity bus service five days per week.

Kayak Public Transit (Mission, Oregon)

<http://ctuir.org/tribal-services/planning/kayak-public-transit>

Kayak Public Transit is a service of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and provides community and economic support by managing a multi-modal, regional transportation system reaching into southeastern Washington and northeastern Oregon. Kayak currently runs seven fixed routes to Pendleton, Tutuilla, Pilot Rock, Hermiston, Irrigon, La Grande, and Walla Walla, WA. The transit program is funded through a combination of Federal grants, State grants, and CTUIR general funds. The fixed route bus services are currently free to the general public.

The transit program also offers a voucher-based taxi program for Umatilla Indian Reservation residents and workers, seniors, persons with disabilities and low-income families, as well as the general public patronizing business located on the Umatilla Indian Reservation.

Since its inception in 2002, ridership has continued to increase with expanded routes and services. In 2008, there were approximately 46,918 rides provided by bus transit and taxi voucher transportation services. In 2013, there were 96,073 rides provided.

In 2014, the CTUIR developed a Public Transit Program within the Planning Office and hired a Public Transit Program Manager, a Fleet and Safety Manager, and Public Transit Clerk to keep up with the growing transit services. A new Transit Center, including a bus barn and maintenance shop, was completed by the end of 2013 and fully operational January 1, 2014.

Northeast Oregon Public Transit (La Grande, Oregon)

<http://www.neotransit.org/home>

Community Connection's Public Transit services operate under the name of Northeast Oregon Public Transit. Services are available to everyone within Baker, Union, and Wallowa counties. Northeast Oregon Public Transit provides high quality commuter, fixed route, deviated route, ADA paratransit, demand response and intercity services in and between most communities in Northeast Oregon. Northeast Oregon Public Transit also transports qualified individuals to medical appointments throughout the Pacific Northwest.

Grant County Transportation District (John Day, Oregon)

www.grantcountypeoplemover.com

The People Mover is headquartered in John Day, Oregon and uses mini-buses and vans to transport people between small cities in Central Oregon to Bend, OR and Walla Walla, WA. Dial-A-Ride (paratransit) service is offered to all of Grant County, OR and commuter bus is provided to selected destinations in neighboring counties, Bend, and Walla Walla.

D. Project Management

The Vendor shall appoint a Project Manager who will be permanently assigned in this capacity through the warranty period. The Project Manager assigned to the project shall have the authority to make commitments and decisions that are binding for the Vendor. The Project Manager shall assure Valley Transit that the system provided meets both the near and long term needs of the regional partners' operations as spelled out in this RFP. The Project Manager shall ensure that a service contract is in place for the Vendor's complete system, including all hardware, software, and maintenance.

Valley Transit will also designate a Project Manager to coordinate all project activities on behalf of Valley Transit. All project-related communications between Valley Transit and the Vendor will be coordinated through and by the respective Project Manager. The designated project manager for Valley Transit is:

Dick Fondahn
General Manager
Valley Transit
(509) 525-9140
dick@valleytransit.com

E. Vendor Activities

The project schedule will include all Vendor activities related to this project, including the following, where applicable:

- Software design, coding, implementation, and integration
- Testing
- Shipment
- Ongoing support and maintenance
- Hosting (if applicable)

F. Valley Transit Activities

The project schedule will include all Valley Transit activities required for the Vendor to complete the project, including the following:

- Data submission
- Ensure that AVL and prediction data will be available from Valley Transit and participating partner transit agencies
- Document review and approval

G. Assignability to Other Providers of Public Transportation

The express intent of this Project is for the benefits of the Contract with the Vendor to be assigned to other providers of public transportation in the geographical region surrounding Valley Transit and it is mutually accepted by Valley Transit and the Contractor as a necessary part of creating for the first in the United States a regional, multi-state, internet based, real-time passenger information system. The region includes Eastern Washington, Eastern Oregon, and Central Idaho. This is a large, rural, natural resource area, and is a generally sparsely populated area. The Contract shall be of the type known in FTA documents as an Indefinite Delivery / Indefinite Quantity (ID/IQ) with a stated minimum and maximum quantity as specified in this Scope of Services, Section A: Project Description and Section C: Agency Profiles. This Contract shall be construed and interpreted so as to be fully compliant with FTA directives on Joint Procurements and Piggybacking as specified in FTA Circular 4220.1E, Rev. 4, 03/18/2013, or as revised, and the FTA Best Practices Procurement & Lessons Learned Manual, Rev. October 2016, or as revised. In as much as allowed by the FTA, Valley Transit prefers each transit agency and Department of Transportation making use of the Assignment Clause to purchase directly from the Contractor (not from Valley Transit).

H. Intelligent Transportation System (ITS)

The National ITS Architecture (The Architecture) was developed by the United States Department of

Transportation (USDOT) to facilitate seamless, integrated deployment of intelligent transportation systems across the United States. The Architecture supports a structured, systematic analysis of transportation problems and issues and provides a framework for providing technological solutions to these local, regional, and national transportation issues.

WSDOT has developed an ITS Architecture plan that is available at <https://www.wsdot.wa.gov/partners/prtpo/docs/materials/ITSPlan32409.pdf>. This project must adhere to the full range of ITS standards whose development is being sponsored by the USDOT. These standards spell out specifically how data are to be defined, packaged, and shared between and among ITS systems. It is the responsibility of the vendor to make Valley Transit aware of any other standards that shall apply to this project and to use the latest standards developed.

Another recent initiative is the National Transit Map, which will provide a critical missing element in our National Spatial Data Infrastructure by serving as a national repository of voluntarily provided, public domain GTFS feed data that is compiled into a common format with data from fixed route systems. With this information in hand, DOT, planning agencies, and researchers can do a far better job of demonstrating the importance and role of transit in American society, and identify and address gaps in access to public transportation. To make the National Transit Map a reality, they are asking for transit agency help by volunteering to permit DOT to collect GTFS data from their web site on a periodic basis so that they can incorporate the agency's routing and schedule into the National Transit Map. They need the link to the agency's data once, so that DOT can take a periodic snapshot. To participate in the National Transit Map, an agency must first register the agency's data with the Bureau of Transportation Statistics and agree to the standard license. Transit agencies may designate any of their existing personnel with a username and password for Federal Transit Administration (FTA)'s National Transit Database to register their data for the National Transit Map. The designated user should go to <https://faces.fta.dot.gov> and visit the National Transit Map module to register their data and agree to the license.

The first edition of the National Transit Map is coming out summer of 2016. A second edition is coming out later in 2016. For more information on the National Transit Map initiative please go to <http://maps.bts.dot.gov/Transit/> or contact NationalTransitMap@dot.gov. The Contractor shall assist Valley Transit to provide the requested information and data.

Section 2: Technical Specifications

A. General System Requirements

1) System Overview

The following technical specifications describe a system that Valley Transit, on behalf of the Regional Partners, believes will best meet the requirements of its operation. However, Proposers are encouraged to recommend alternative solutions that they believe will better suit Valley Transit's requirements.

The proposed system will use schedule-based and real-time location and arrival prediction data from the aforementioned systems for display via the internet, mobile internet, and SMS text messaging (described below). Valley Transit expects vendors to clearly explain how they will meet the technical specifications below.

2) Data to be Pulled from Existing Real-Time Systems

It is expected that the proposed solution will use location and arrival prediction data from the Regional Partners with existing real-time systems. Valley Transit is responsible for ensuring that the specified data will be made available for use in this system. However, Proposers should recommend in their proposals as to the best means for pulling the data (i.e. JavaScript, API, etc.).

B. Web Interface Requirements

Vendors shall create a map-based interface that is accessible to the public via the internet. The interface shall be tested and verified to work in current versions of Internet Explorer, Mozilla Firefox, Google Chrome, and Safari.

1) Required Features

The map-based web interface shall meet the following requirements:

- The system should utilize a user-friendly map interface, such as Google Maps. The mapping views shall provide standard map display features such as zoom in or out, pan in any direction, and point-and-click on features and vehicles to get information. Map details shall be reduced as the user zooms out to minimize clutter on the map displays.
- The system shall include an interface to allow users to easily select one or more bus routes to display on the map. Riders shall be able to select multiple routes from multiple agencies for display together. Vendors should describe in detail the interface structure, and how they intend to organize the agency/route selection in a clear, user-friendly format. We prefer a product that allows the rider being able to select and see multiple routes and providers displayed at the same time.
- If vehicles are "off route" or not transmitting their location, then the system should display the next two scheduled arrival times when rolling over a stop or clicking on a stop. Valley Transit expects Proposers to provide details on a better solution if one is available to address the problem of arrival predictions when the vehicle is "off route" or not transmitting its position.
- The system shall store information about the rider's selected agencies/routes in a browser cookie, so that the next time they visit the site, their selected routes are displayed by

default.

- The system shall be integrated with Google Analytics to allow the Regional Partner agencies to view usage reports and trends, including:
 - General site visits
 - Unique site visits
 - Visits by agency, route, or stop
 - Visitor information
 - Referring sites
 - Traffic sources and patterns

2) Text-Based Tools for www.iTransitNW.com

It is assumed that sight-impaired users may have difficulty in navigating a highly visual map interface to obtain the status of their bus. Therefore, Valley Transit wishes for vendors to propose a text-based option and/or other options suitable for people using screen readers and other technology used by people with sight impairments.

C. System Operation Requirements

- The System shall support enroute changes of the assigned Vehicle Operators for cases such as mechanical breakdowns and Operator substitutions.
- Mobile Data Terminals: Some Regional Partners will want an MDT/MDC for communication and other features for their bus operators; other Regional Partners are not interested in this feature. Proposals should make it clear what is required equipment and what is optional.

D. Mobile Web Interface Requirements

Vendors shall propose a separate mobile web component that allows customers with mobile devices to access the real-time predictions. A desirable goal is to minimize the download/upload time between the system and the user's mobile device. Mobile device apps must be provided that support iOS and Android. While we are specifying an open system design so other people and companies can use our data on their apps, this project requires the Contractor to provide apps so the Regional Partners have a level of quality control over the app provided to riders and the Regional Partners can maximize the customer use data coming back to them for route optimization and other agency benefits. A scalable mobile web display is an acceptable method of support for Blackberry devices and Windows Phone.

E. SMS Text Messaging Requirements

Vendors shall propose a component with functionality that allows customers to receive their real-time arrival prediction via SMS Text messaging. The Regional Partners will envision this functionality to work as follows:

- The Regional Partners install stickers on all bus stop signs with the corresponding stop ID number for the stop.
- Customer sends a text message to a specified phone number with their stop ID number (and optionally the agency, route, and direction).
- Customer receives a text message displaying the next two (2) predicted arrivals for routes at that serve the bus stop.

- If the customer is at a shared bus stop, then they will receive a text message that clearly displays the predicted arrival times for routes by agency.

F. Data Maintenance Requirements

Transit agencies that do not purchase services from this Contract and only provide their GTFS and/or GTFS-RT data to the Project are expected to maintain their GTFS/GTFS-RT system at their own expense and that updates are subsequently pulled from those transit agencies into the Regional System.

Section 3: Additional Requirements

The additional requirements contained in this section are for all Regional Partners in the Base Project and other Regional Partners who join the Project.

A. Mobile App Security

Proposers shall describe in their proposal how they will protect the Regional Partners and their customers from a hack of personal and financial data from the mobile device application:

- Explain any vulnerability, known and potential, for the app and its underlying operating system.
- Describe how the app meets or exceeds industry and regulatory requirements.
- Explain who is responsible to ensure that the app remains secure.
- Describe who is financially responsible if riders lose their personal and financial information because of your app.

B. Training Plan

The Proposer should describe their overall user training approach. The Proposer will provide a Training Plan identifying the estimated minimum number of training days and hours that will be provided as a part of the Base Project. The Proposer shall assume that the Regional Partners staff does not have any specific knowledge of the System; however the Proposer can assume that staff is generally qualified for the function for which they are being trained in (e.g., Driver, Dispatcher, Maintenance, System Administration, etc.). Training for the agencies included in the Base Project (Valley Transit, BFT, Grape Line, CCPT, Milton-Freewater, Kayak, and Grant County People Mover) may be provided for everyone at one time at Valley Transit. The Proposer shall submit a Training Plan detailing the following:

- Overall description of the training program
- Breakdown of total number of hours devoted to training: hours of classroom training, number of classes, etc.
- Purpose of each training class
- Who should attend class
- Anticipated duration of the class (hours)
- Training materials, including manuals, guides and other supporting items, and techniques to be used
- Equipment required of Valley Transit

C. Supplemental Training

The Contractor is required to provide follow-up training(s) approximately 90 days after Final Acceptance. Follow-up training on system operation may take place remotely, such as through a “webinar” or other web-based workshop environment. Remote training is only required for Regional Partners’ staff who have already received hands-on training.

The Proposer shall provide extended, duplicate, or additional training for the System as deemed necessary by Valley Transit if any of the following occurrences take place:

- Major modifications to either the System hardware or software made after completion of the scheduled training courses that were necessary to meet the requirements; or

- Delays in placing the System into revenue service for which the Proposer is responsible and which result in more than six months elapsing between completion of one or more training courses and the placing of the System into revenue service.

Supplemental training shall be supplied at no cost to the Regional Partners and should be factored into the Proposer's Cost Proposal. Valley Transit will determine the time, location, and extent of any supplemental training in consultation with the Proposer.

D. Vehicle Status Monitor

For Regional Partners with AVL equipped buses the system shall issue an alarm message to a Dispatcher if a block scheduled for service remains open because an operator has not successfully logged-on the vehicle. The System shall issue an alarm message to the appropriate Dispatcher(s) if a block scheduled for service remains open (i.e., without a logged-on vehicle) for more than a Dispatcher-adjustable time period. This time period shall initially be set to 2 minutes and shall be adjustable from one minute to at least 15 minutes.

E. Vehicle History Playback

For Regional Partners with AVL equipped buses the system shall playback a sequence for a specified vehicle on a specified route at a specified time, in chronological order and reviews the path of the vehicle and its time at each reported location on its run. The Dispatcher shall be able to control the speed of the playback.

F. Data Messaging

For Regional Partners with AVL equipped buses the system shall enable Dispatchers to send data messages to one or more selected vehicles and routes using any of the selection methods specified. Custom or free-form data messages and a set of canned data messages shall be supported. Predefined data messages shall be configurable by authorized Dispatchers and shall be available for rapid selection. Vehicle operators shall be able to reply to Dispatch by selecting from among a list of canned data messages.

G. Reports

In summary, when the complete ITS technologies have been deployed VT seeks to have a System that provides the following capabilities for Administrators:

- Use standard reports to generate route, vehicle, revenue, mileage, ridership, NTD and other reports.
- Analyze ridership, boardings and alightings for schedule adjustments and route planning.
- Track schedule adherence.
- View historical data over periods of time.

Relevant and accurate reports are an important component for the success of the Regional Partners' operations. Various operational reports shall be provided as part of the System which will allow the Regional Partners to monitor system performance and to reconcile the daily, weekly, and monthly service activities. All reports and screens shall have the capability to be printed and saved in PDF format and Microsoft Excel formats.

The Proposer should provide a list of the canned reports available in their proposal. Sample reports should be included in the Proposer's proposal.

A final list of reports being provided and exact report formats shall be proposed by the Contractor during System Design and approved by Valley Transit.

H. Customized Reports

Additionally, after the deployment and implementation of the System, a need may arise to create additional reports, and the Contractor shall support such additions and/or modifications as part of the Maintenance and Warranty Agreement. The selected Proposer shall provide, in addition to all of its standard reports, pricing for up to 10 additional and customizable reports as requested by Valley Transit on behalf of the Regional Partners.

I. Report Response Times

Requests for reports shall be acknowledged with an indication that the report is being processed.

J. Acceptance Test Plan

The Proposer shall submit with their Proposal an Acceptance Test Plan that defines testing and acceptance at Regional Partners. The Plan shall:

- Describe how each testable specification requirement will be demonstrated, including the testing methodology
- Describe what result constitutes a successful test
 - One of the required elements of a successful test is defined as better than 95% of trips arriving within one minute of the real-time prediction for that stop.
- Identify the role and responsibility of the Proposer and Regional Partner representatives during each test

K. System Acceptance

Valley Transit, in its sole discretion, shall grant System Acceptance once it deems that all of the required work of the Project is complete and the following conditions have been met:

- Proposer, in Valley Transit's sole determination, has substantially passed and has been given conditional approval of the Operational Test; and
- A "punch list" of items not yet in compliance has been delivered by the Proposer and has been verified by Valley Transit and approved as being complete.

Valley Transit shall issue a written notice of System Acceptance, upon satisfaction of the conditions listed in the Acceptance Test Plan, the Operational Test, and this paragraph. The occurrence of System Acceptance shall not relieve the Proposer of any of its continuing obligations under the Agreement.

L. Design / Implementation

The Contractor is required to develop and maintain a detailed Project Schedule that incorporates the major milestones in the Scope of Services. The Proposer's sequencing of tasks should be flexible enough to accommodate modifications in scope or changes in the timelines such as early completions or delays that would normally be expected in a multi-stage deployment.

The Contractor shall submit an Installation Plan for approval by Valley Transit that shall be the master document from which all elements of the System shall be installed. The Installation Plan shall include and define, at a minimum, the following items:

- The proposed installation schedule, detailing phases and/or installation segments. Once the baseline schedule is approved by VT, monthly updates identifying all schedule changes and work progress in the form of percentage completions shall be submitted to VT for review.
- The minimum resource allocation requirement for any installation phase or segment.
- How the Contractor will manage delivery and staging of the AVL and Passenger Information System equipment that is to be installed.
- The order in which equipment items are to be installed, with estimated time durations.
- Any special or unique installation requirements.

M. Installation

The Contractor shall supply all personnel, tools, materials and equipment required to perform installation of the System. The Contractor is also responsible for procurement, installation, terminating and testing all equipment furnished for Project.

Where the Contractor is providing components manufactured by a third-party supplier, the Contractor shall ensure that all such components are installed in accordance with the original equipment manufacturers (OEM) installation guidelines. In addition, the Contractor shall arrange for OEM / supplier on-site and remote support as is necessary to ensure the proper operation of its equipment at no additional cost to the Regional Partners.

All installations shall be performed outside of the operating hours or coordinated to limit impact to Operator operations. The exceptions are with prior agreement and on equipment that the Regional Partners identify as not in use. All installations shall be complete before the equipment is needed by the Regional Partners and all installations shall be performed in accordance to all Federal, State and Local laws and regulations. The Contractor is also responsible for restoring the condition of any affected structures, wiring, fixtures and finishes at the installation sites.

The installation work includes but is not limited to:

- Furnish and install all wiring and connectors for on-board and fixed-end equipment and connections to power and communications enclosures and external systems integration. This includes the proper termination of all power and communication cables and wiring (copper or fiber optic) to connect the individual components into a fully operational System that complies with applicable standards and specifications.
- Furnish and install all hardware, equipment, brackets, computer enclosures, pull boxes, junction boxes, conduits, power and communications infrastructure, and other such items as required to support System proper functioning.
- Furnish environmental control devices, such as Uninterruptible Power Supplies (UPS) and electronic line filters, as required.
- Furnish and install all electronics and other devices in their respective cabinets as required to provide a fully operational System.
- Furnish and install System equipment, including, but not limited to, GPS antennas and receivers, AVL components, communications devices, vehicle logic units, etc.
- As a Project option, furnish and install Automated Passenger Counter (APC) equipment, as specified.

- As a Project option, furnish and install Automated Voice Annunciation (AVA) System equipment, as specified.
- As a Project option, furnish and install Mobile Data Terminals (MDT), in the quantity and configuration directed by the Regional Partners.
- As a Project option, furnish and install Passenger Information Displays, in the quantity and configuration directed by the Regional Partners.
- As a Project option, furnish and install Changeable Message Sign (CMS) System, with optional add-on audio equipment, solar electric power systems, and cellular communications equipment, in the quantity and configuration directed by the Regional Partners.
- Validate all cable and wire terminations via a test process to ensure that the cable is connected to the correct location on each end and that the cable/wire are properly terminated.
- Test the full communications networks to validate proper functioning.
- Power up and provide a field check-out / installation acceptance test of all Systems, to be witnessed and approved by the Regional Partners. Track progress toward completion of all installation requirements using a “punch list”.
- Calibration and testing of the System, as further described in full accordance with OEM supplier guidelines.

N. Modern OEM Products

- The Contractor shall supply modern, unmodified, OEM products of computer and communication equipment required for its System.
- All OEM products utilized shall be from authorized distributors. Evidence that products were obtained by the selected Proposer from authorized distributors shall be provided to the Regional Partners upon request.
- The equipment shall be delivered with the latest firmware, patches, and software updates available at the time of delivery.

O. Work Standards

The Contractor shall adhere to all applicable installation standards, laws, ordinances, and codes as required by the latest editions of the NEC, IEEE, OSHA, or other governing sources. All installations shall meet such requirements. The Contractor shall be responsible for all costs associated with any permits, plan reviews and inspections. It shall also be the Contractor’s responsibility to procure all documentation required to install and adhere to the proper installation standards, laws, ordinances or codes.

P. As-Built Documents

At the completion of installation, the Contractor shall provide an As-Built Document (ABD) to the Regional Partners. The ABD shall be unique for each Regional Partner’s installation and include (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, and serial number; (3) all reference and user manuals for system components supplied by third parties; (4) all warranties documentation; (5) a diagram indicating all interconnections between components; (6) the version number of all software; and (7) software installation media if solution is not centralized.

The As-Built Documents must be approved before Valley Transit will grant Final System Acceptance.

Q. System Scalability

The System shall initially support the functions specified herein. However, the System shall be easily scalable through 5 years from contract effective date to support additional vehicles without replacement of initially installed components, including both hardware and software components. The entire Project concept is for many transit providers to join the Project to form a geographically large, multi-state region to showcase the connected system of public transportation options. The System shall be designed and provided so almost no time delay or slower performance is observable by Regional Partners and transit riders as more transit agencies join the Project. While ride-hailing companies like Uber and Lyft are relatively rare in our rural area, we expect this type of service to grow and we want the Project to evolve over time to take advantage of services like this to solve the “first/last mile” problem of public transportation (how riders get from the end of the bus route to their home one mile away). Please describe in your Proposal if your solution currently provides customers with integrated journey planning (door-to-door) with transit and ride-hailing companies, or describe your plans to add this type of feature to your product.

R. Monthly Status Reports

The Proposer shall submit with its monthly invoice a Project Status Report that includes a brief narrative highlighting the progress made during the prior month. The status report shall provide a listing of all deliverables that were completed during the reporting period, any problems or scheduling delays encountered, and shall include a ‘look ahead’ for work planned in the upcoming month. The percentage of work completed for each active work task shall be reported. In addition, the Proposer shall support supplemental reporting requirements of the Federal Transit Administration.

S. Formal Correspondence

Neither party shall be entitled to rely on any information unless it is in writing and received from the other party’s designated representative. Submittals may be transmitted as an enclosure to a transmittal letter or via email.

T. Project Closeout

Project Completion shall be deemed to have occurred when all obligations under the Agreement have been successfully performed by the Proposer, all retentions owed to the Proposer have been released by VT, and, when Valley Transit has delivered a formal Notice of Project Completion. Following Project Closeout, the Warranty period(s) take effect.

U. Repair and Replacement of Faulty Components

During the warranty period, the Proposer shall repair or replace any faulty components. In the event that faulty components are replaced from the spares inventory by Regional Partners’ staff, the Proposer shall repair or replace the faulty component. Each faulty component will be shipped to the Proposer, who shall return a new or repaired component within two weeks of originally receiving it.

If the Proposer determines a returned component is not faulty, the Regional Partners must receive the original component back in working order within one week of the Proposer originally receiving the returned component.

All components received back from the Proposer will be tested by the Regional Partners and returned to the Proposer if faulty. The Proposer shall pay all shipping charges and any duties associated with the repair or replacement of faulty units. Returned or replaced spare components shall be packaged, organized, bar coded and labeled in the same manner as the original supply of spare components.

The Proposer warrants that all equipment furnished is guaranteed to be free from fleet and related defects for the warranty period. A fleet defect is defined as the failure of twenty-five (25) or more percent of identical items covered by the warranty period. The Asset List shall be used to track the replacement of defective parts.

System-wide replacement shall require the Proposer to replace all units of the suspect component throughout the System, whether or not they have exhibited any fault.

The Proposer shall be obligated to complete the System wide replacement if the need was documented before the end of the warranty period, even if the replacement extends beyond the end of the warranty period.

V. On-Call Support

The Proposer shall provide Regional Partners staff and its agents with access to knowledgeable technical support personnel and trained field service personnel as may be required for the successful maintenance and operation of the System. Support personnel shall be available to assist the Regional Partners to diagnose System problems, monitor vehicle on-board units, fixed-end devices, and Host server performance and availability levels; and troubleshoot hardware and software errors in a timely manner. Telephone support, e-mail support, and chat support are desired technologies for communicating between transit agency staff and the Contractors support services team members. Please describe your technical support system and hours of operation in your Proposal.

W. Schedule Requirements

The Base Project requires that the Proposer shall complete installation and acceptance testing and fully invoice Valley Transit for its services by the end of 2017 (December 29, 2017). This is a requirement of our grant funds administrator, the Washington State Department of Transportation, and the project completion date for the Base Project can only be changed by WSDOT. However, any Regional Partner who voluntarily joins the Project under the Assignability Clause contained in these procurement documents shall have schedules mutually agreed upon by themselves and the Contractor.

Section 4: Optional Features

The purpose of this section is to list the products and services that Regional Partners may want to purchase from the Vendor during the term of the Contract. The minimum Project is specified by the Base Project, but Section 4 – Optional Features is a list of goods and services the Vendor shall make available to Regional Partners to purchase from the Contract. Proposers are to provide a cost for each of the Optional Features or show them as “no bid” in Schedule A to Attachment 1 – *Proposal Certification Form*. Schedule A provides Proposer’s with as much room as necessary to describe what is included and what is not included in the list of optional items they are willing to provide. A longer list of options is considered more responsive to the RFP than a shorter list. Clarity is preferred over brevity in your explanation of options.

A. Creating GTFS data for a Transit Provider

Provide the cost to create GTFS data for a transit provider that does not have this data, or needs to have the data replaced because it is out of date and/or the data does not meet GTFS requirements. This may be for a fixed-fee or time & materials, but please specify how this will be charged. This option does not require the Vendor to provide hosting of the GTFS data or to provide it to Google Transit. This option does not provide the purchaser with any of the benefits or items listed in Section 3 – Additional Requirements.

B. Adding a Transit Provider with Existing GTFS Data

This option is for the Proposer to provide a price for adding a Regional Partner with existing GTFS data to the Regional Real-time Bus Location Map (i.e., Asotin County PTBA). This provides static schedule based ETA prediction and not real-time bus location prediction. This option allows Proposers to charge a fee for including a transit provider’s route maps, bus stops, and scheduled arrival times on the Regional Map. This is for Regional Partners who are not listed as “**included in the Base Project**” in Scope of Services, A. Project Description, but want to join the Project. A Regional Partner without GTFS data, but wants to join the Project and have their routes, schedule and schedule ETA predictions on the Regional Map would purchase “A” and “B” from this list. This option does not provide the purchaser with any of the benefits or items listed in Section 3 – Additional Requirements.

C. Upgrading of a Regional Partner from Static GTFS to Real-time GTFS-RT

It is expected that some of the Regional Partners will begin the Project with a static schedule display of their bus routes on the Web based Regional Real-time Bus Location Map, but during the contract period they want to upgrade to a real-time bus location system with GTFS-RT. The purpose of this option is for Proposers to list an upgrade price for a transit provider to move from static GTFS to real-time GTFS-RT on the Regional Map. This option provides the purchaser with the goods and services and benefits listed in Section 3 – Additional Requirements.

D. Adding a Transit Provider with Real-time GTFS-RT Data

This option is for the Proposer to provide a price for adding a Regional Partner that already has real-time GTFS-RT data and they want to join the Regional Real-time Bus Location Map by providing moving bus icons and real-time ETA predictions (i.e. Yakima Transit). This option is for Proposers to charge a fee for

including a transit provider's bus routes, real-time moving bus icons, and real-time arrival predictions on the Regional Map. This is for Regional Partners who are not listed as **"included in the Base Project"** in Scope of Services, A. Project Description. This option does **not** provide the purchaser with any of the benefits or items listed in Section 3 – Additional Requirements, as it is assumed this Regional Partner already has an ITS/AVL System in place at their agency and only wants to participate in the Project by displaying their real-time routes, schedules and vehicle locations in the Regional Map. It is assumed agencies in this position want to participate in the Project, but are willing to give-up Reports, Training and other benefits to obtain a lower price.

E. Adding a Transit Provider with an Existing AVL System

This option is for the Proposer to provide a price for adding a Regional Partner that already has the hardware to produce real-time GTFS-RT data, but they want to abandon their current AVL provider and purchase the full software package from the Contractor and purchase hardware as necessary from the Option List (i.e., Pullman Transit). This is for Regional Partners who are not listed as **"included in the Base Project"** in Scope of Services, A. Project Description. This option provides the purchaser with the goods and services and benefits listed in Section 3 – Additional Requirements, or in other words this agency wants the full AVL package from the Contractor, but will reuse as much legacy hardware in their buses as possible.

F. Covert Emergency Alarm (Silent Alarm)

This option is for the Proposer to provide a Covert Emergency Alarm (CEA) which will activate a silent alarm when an Operator presses a recessed button located in an inconspicuous location of the Driver's area and/or as part of the MDT/MDC display or case. The location should be in a position to hide the Operator's pressing of the alarm button from the view of the attacker. A physical button should be recessed or otherwise protected to avoid accident triggering of the alarm, however the button should also be unobtrusive and precludes the use of a brightly colored, hooded switch. A CEA event indication shall not be noticeable to passengers on any vehicle. An Emergency Alarm acknowledgment message shall be sent to the vehicle MDT, but should be coded or sent in a way that prevents the attacker from knowing an alarm has been sent. The Dispatcher shall have the ability to listen in on the vehicle audio. Receive audio on the vehicle shall be silenced.

An audio alarm shall be triggered and a visual alarm shall be displayed in a separate window on the AVL of each Dispatcher. Emergency Alarms shall have the highest priority of all data messages and Dispatch map displays. Vehicles reporting an Emergency Alarm shall always be visible on the geographical map display regardless of the user's current filtering criteria and data partition assignments. When a Dispatcher responds to the Emergency Alarm, an incident report shall be generated. The Dispatcher shall have the ability to downgrade an Emergency Alarm if conditions warrant.

G. Mobile Data Computers, Mobile Data Terminals, and GPS Transmitters

Describe the options available in your proposal for Regional Partners to add MDC/MDT units to vehicles and include separate prices for hardware with the transit agency installing the device and a price if the Contractor installs the hardware. MDC/MDT units will provide bus operators with passenger manifests, real-time routing/mapping directions, and in and out text messages. A simple GPS transmitter device is necessary for Regional Partners who prefer to purchase the minimum amount of hardware required to

provide the Project with the vehicle's real-time location information. Please include separate prices for MDT/MDC/GPS units installed by the Contractor and the same units installed by the transit agency (no labor charge for installation).

H. Changeable Message Signs (CMS) for Transit Stations and Bus Stops

Proposers are requested to provide option pricing for 1 to 75 Changeable Message Signs at indoor and outdoor locations to be determined by the Regional Partners. The CMS would display real-time bus arrival and departure times. Specific information to be displayed on the CMS signs will be determined by Valley Transit and the Proposer during System Design.

At minimum, the CMS would display real-time bus arrival and departure times and passenger information based on Predictive Bus Arrival and Departure Algorithms. If possible, please provide information on small, solar powered signs suitable to install on individual bus stop sign poles and in passenger waiting shelters. Please also provide information on indoor and outdoor touchscreen kiosks for transit stations.

For CMS locations serving more than one transit agency and/or route, the information displayed on the CMS will rotate between transit agency and routes on a configurable interval (e.g., every 5 seconds), or, alternatively, be displayed using CMS "Terminal Displays" which are larger and have multiple lines. All CMS shall also have the ability to blank-out or display user-defined announcement messages entered by the System Administrator. CMS shall produce messages that conform to ADA requirements for character legibility and accessibility.

We do not have specific sign sizes in mind at this time, but it is likely that Project Partners will purchase signs off of the bid-list over the life of the Contract. We prefer Vendors to provide a list of signs, as few as five and as many as a dozen or more, of various sizes for both indoor and outdoor locations. Vendors should provide pricing for bid signs in their Proposal, but sign brochures/literature may be provided after selection of Contractor. Please indicate which signs can be setup with audible announcements for use by people with sight-impairments.

I. Automatic Passenger Counters (APC):

Proposers are should provide solutions that implement new APC systems. In summary, and when the complete ITS technologies have been deployed the Commission/Operators seeks a System that provide the following APC capabilities:

- Collect passenger load, boarding and alighting data for route and schedule planning.
- Review boarding and alighting data for facilities planning.
- Collect passenger count data to satisfy National Transit Database (NTD) reporting.
- Plan bus stop amenities based on passenger boardings by stop.
- Manage passenger loads using APC data to suggest when transit agencies alter vehicle stops or when additional vehicles should be put into service.

The Proposer shall provide pricing for the option of adding integrated Automatic Passenger Counting (APC) system and capabilities for a Regional Partner. The hardware used for new APC systems shall be proposed by the Proposer, but shall satisfy at minimum the following requirements:

- Ability to accurately detect passengers boarding and alighting and eliminate false positive counts of passengers loitering near the boarding zone.

- Support for multiple bus doors, and for wider doors common to certain vehicle designs.
- Support for wheelchair boarding counts.
- Ability to detect whether the vehicle door is open or closed (the APC shall only count passengers when the door is open).
- The APC solution shall be designed for the transit industry and not adapted for its intended purpose.
- Sensors shall operate automatically and without the need for manual intervention.
- Data shall automatically be compiled by the APC and integrated to the VLU and / or MDT in real-time.
- APC data shall be time-stamped for ease in associating the counts to validating farebox data.
- APC data shall be stored along with stop records.
- The APC shall meet or exceeds the relevant SAE specifications for vibration, humidity, electrical tolerance, and particulate matter.
- The APC for all doorways shall be connected to a single APC controller.
- The APC shall be able to separately count successive passengers that are walking as close together as is practicable, either one behind the other or side by side.
- The APC shall not register as multiple passengers the passage of a single passenger that reaches into or out of the doorway passage, or is swinging their arms, while passing through the sensor beams.
- The APC shall not separately count objects carried by passengers, such as shopping bags or umbrellas.
- The APC controller shall be interfaced with a wheelchair / ramp sensor with the number of wheelchair / ramps cycles recorded for each stop.
- The APC will have sufficient on-board memory capacity to allow for storage of at least 72 hours of APC data.
- The APC subsystem shall provide a backup method (for use when the WLAN subsystem is temporarily unavailable) for bi-directional data transfer.
- Provide reports accepted by NTD for reporting purposes.

For Regional Partners that are not interested in an APC solution, please specify in your Proposal if you provide an option for bus operators to input passenger boardings through a touch-based input on a MDT and describe how this system works in the vehicle and how the data is transmitted or transferred to the transit agency.

J. Automated Voice Annunciation (AVA)

This option is for provision of an Automated Voice Annunciation (AVA) system in accordance with Americans with Disabilities Act (ADA) requirements. The AVA system shall integrate to the existing public address (PA) system on-board the vehicle.

The proposed system must provide accurate, clear, audible and visual announcements of routes, major intersections, destinations and transfer points and special messages. This system must fully comply with the Americans with Disabilities Act (ADA) requirements to ensure that passengers with sight and/or hearing impairments shall receive consistent and accurate information while riding in Regional Partner buses.

The annunciation system shall support and be compatible with visual display systems, which will be available as an extra-cost item, to be installed onboard the vehicle such that the auditory announcement can be simultaneously displayed visually.

The following system functionality is desired of the AVA:

- Some Regional Partners may have interior Destination Message Signs (DMS) installed in the fixed route fleet. The Proposer shall provide an option to install new interior DMS at the direction of a Regional Partner. However, the Proposer may also propose the use of an existing interior DMS if it can ensure that the proposed AVA system will work with the old DMS to provide desired visual AVA features.
- The DMS shall display the “stop requested” message when any stop request or the wheelchair area stop request is activated by a customer.
- If stop request signal is received while another message is being displayed on the DMS, the AVA system shall show stop requested message after current message is completed.
- The AVA shall provide text announcements for configurable duration, which will be set using the central recording software.
- The AVA shall make an exterior announcement of the current route number and destination when doors open at a stop. At other preset locations (e.g., major intersections) the controller shall make location-based interior announcements.
- The AVA shall provide announcements to passengers onboard fixed-route revenue vehicles. This function shall support next stop announcements as well as annunciation of major intersections, key transfer points, promotional information, public service information, and vehicle operator initiated messages.
- Next stop, major intersection and key transfer point announcement memory capacity shall be sufficient to support all of the routes in the agency service area and all of the trips made by each vehicle during a service day, plus a 50% spare capacity for other types of announcements.
- The AVA shall use the vehicle location information from the AVL system to trigger the appropriate announcements on-board the vehicle whenever the vehicle enters a “trigger zone.” A trigger zone is a user-defined area that is located just prior to each stop location. For example, the trigger zone may begin 800 feet before a stop as well as at selected other announcement locations.
- Trigger zones shall be pre-defined by the software for AVA trigger management and downloaded to the controller.
- Trigger zones shall be configurable by stop to accommodate for differences in operations, including but not limited to, the direction of approach and size of stop.
- Time-based announcements / displays shall be programmed to be made on-board the vehicle at specific times of the day or at a set frequency within specified time periods, on specific days of the week.
- Location-based announcements / displays shall be programmed to be made on-board the vehicle when that vehicle passes any designated location(s).
- In the event that a vehicle is operating off-route, the automated announcements / displays shall not be made. Once the route is reacquired, the System shall automatically determine and announce the next valid bus stop or other designated location.
- The AVA shall have the capability to create and schedule public service or advertising messages.
- Audio levels shall be controllable by the Operator within a usable audio range.
- The AVA shall provide the capability to adjust the minimum and maximum volume levels separately for interior and exterior announcements.
- Operator use of the on-board PA system shall override any automated announcements.

K. Headsign Integration

For the Valley Transit fleet Proposers should provide an optional solution that integrates with existing headsign systems, which have been provided by multiple vendors. Digital headsigns are used in both the fixed-route heavy-duty bus fleet and in the paratransit mini-bus fleet. In summary, when the complete ITS technologies have been deployed, Valley Transit seeks a System that provides the following Headsign capabilities:

- Automatically control headsigns using directional data provided by AVL system
- Optionally to automatically control headsigns for the paratransit fleet using some other solution, such as time of day and day of the week
- Integrate with a Covert Emergency Alarm to display exterior Emergency messages

L. Single-point Logon Integration

Utilizing the above identified required and optional integrated technologies, Proposers should provide an optional solution that automates and streamlines the driver logon function required of multiple technology systems, including farebox, headsign, CMS, AVA, APC, and the AVL/GPS System. Valley Transit's preference for its daily operations is for the vehicle operators to conduct the logon procedure in the bus, because we have vehicles in operation at times when there is no dispatcher/supervisor on duty. When a bus won't start or run correctly, the procedure is for the operator to take a spare bus and they will need to be able to logon from the bus without the assistance of a dispatcher.

M. Demand-Response Reservation, Scheduling, and Routing Module

Project Partners, especially the smaller transit providers, may be interested in an optional module to facilitate riders directly scheduling rides on the transit's demand-responsive service(s). This type of application is typically seen in university transportation systems (i.e., a safe-ride/night system), but could also provide a valuable benefit to transit customers in rural, low-population density areas. This type of system also seems useful for VT's Job Access program providing transportation for low-income workers to jobs with non-traditional shift hours and the bus operator does not have support from Dispatch because of the unusual/late hours. It is desirable for VT to be able to define within the application the hours of service and the geographic area(s) the demand-responsive service (Job Access) is available for service. Please indicate in your proposal if you can provide an optional module for on-demand transit service and how it works from the perspectives of the passenger and the transit agency and the cost for this option. Our rough concept is for this to be similar to the rider as requesting an Uber/Lyft trip. Please be clear in your description to describe if your product supports passenger initiated/on-demand trip scheduling from their smartphone, or if the rider must talk to a Dispatcher/Customer Service Agent to schedule a trip.

While Valley Transit is interested in an optional on-demand application for automated reservations, dispatching and routing to use with our Job Access Program, other Regional Partners are interested in an option for a traditional ADA paratransit program package for reservations, scheduling, routing, and dispatching. VT has been using StrataGen's Adept program for this since 2002, but is interested in the features, benefits, and cost of an optional program for the smaller Regional Partners that is designed to modernize and automate ADA paratransit programs from traditional paper passenger manifests on a clipboard to current technology.

N. Bus-In-A-Box Demonstration Tool

To assist in demonstrating and explaining the Project to the Regional Partners, other transportation providers, Departments of Transportation, FTA, elected officials, and employees, and to conserve training costs, VT seeks one Bus-In-A-Box tool. A Bus-In-A-Box is a self-contained, portable suitcase style unit that can be transported in any car and used in a training room. The Bus-In-A-Box creates a mobile station that gives flexibility to training as well as system development as it makes available all standard bus functions and Automated Voice Annunciators and Destination Message Sign/Stop Request Sign.

Section 5: Hosted Solution

Vendors shall provide details and costs for a fully hosted solution for this application, with as little infrastructure locally as feasible for the solution to function properly. The simplicity and increased network security of a fully hosted solution is attractive to VT.

A. Hosted Solution

The hosting facility shall at a minimum have the following specifications:

- Should have diverse and redundant fiber connections to the internet
- Should have minimum N+1 Redundancy (Network, Power, Internet Connectivity, and Global Load Balancing)
- Should have Virtual Private Networking (VPN) and firewalls
- Should provide managed security services
- Should have redundant mechanical and electrical infrastructure
- Should have redundant power, cooling, and internet data center infrastructure
- Should have comprehensive fire suppression systems
- Should provide 24x7x365 network monitoring and management
- Should have daily data back-ups

Vendors shall include detailed descriptions of the proposed hosting facility and annual hosting costs (for three years) in the proposals.

Section 6: Installation, Training, and Documentation

Vendors must provide a detailed explanation of the proposed Installation and Implementation plan.

Vendors shall provide a recommendation on the level of training and support needed to configure, operate, and maintain the system and hardware (if applicable) adequately. The recommendation should specify training facilities needed, number of hours and number of people to be included in the training, materials and cost. A sample training plan will be submitted with the proposal and finalized during contract negotiations.

Complete documentation of the procured equipment shall be provided. Documentation will be prepared in accordance with the Vendor's documentation standard and this specification.

A document number will identify each document. Where a document is revised for any reason, each such revision will be indicated by a number, date, and subject in a revision block, along with an indication of official approval by the Project Manager.

In addition to providing all documentation in hard copy form, documentation shall be provided in an electronic media with the exception of published manuals. Electronic media shall be Microsoft Office, which includes Word and Excel; or PDF.

Section 7: Warranty and Maintenance

1. Service Level Agreement – The vendor shall provide a proposed service level agreement that will include the data network(s) and other devices or subsystems and the incentives / penalties associated with the performance expectations not being met.

2. Confidence Testing Support – The vendor shall provide functional and technical assistance (onsite or remote) for 60 calendar days after system acceptance which shall be considered the confidence testing period. This technical assistance shall be provided at any site (stops or vehicles) throughout the system. If onsite assistance and support is provided, it shall be available within 24-hours notice during this period of time.

3. Ongoing Support – The vendor shall provide ongoing user and technical support for a period of three years under a Maintenance and Support Agreement. Such agreement shall include providing all generally available product updates and upgrades, support for installing and configuring product updates as they become available as well as user training for upgrades or enhancements, when required, throughout the support period. The vendor shall provide a single source of technical support for resolution of issues and problems including those pertaining to any third-party vendors. In such cases of a problem involving a third-party vendor, the vendor shall act as the principal point of contact and shall actively work toward resolution of the problem. The vendor shall provide a typical maintenance support agreement.

5. Warranty – A warranty will be provided for the software, implementation services, hardware and the operability of the System for three years, which is to begin on the date of system acceptance. A copy of the Vendor's warranty will be provided with the Proposal.

6. Software – The Vendor (software licensor) warrants that the software conforms in all material respects to the requirements and specifications. The Vendor warrants that the software's capabilities satisfy the functional requirements herein. Furthermore, the warranty shall be valid for three years, which is to begin on the date of system acceptance.

7. Implementation Services – Vendor warrants implementation services (e.g., work products, developed modifications, and system configuration) for three years, which is to begin on the date of system acceptance.

8. The System – The Vendor shall warrant that the System shall properly operate for three years, which is to begin on the date of system acceptance.

Valley Transit expects to receive full support during hardware and software configuration of the system.

ATTACHMENT 3

INSURANCE AND PERFORMANCE BOND REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

1. The Vendor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Vendor's own work including the work of the Vendor's agents, representatives, employees, sub-contractors or sub-Consultants.
2. Before beginning work on the project described in this Agreement, the Vendor shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
 - a. Business auto coverage for any auto no less than a \$1,000,000 each accident limit.
 - b. Commercial general liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability.
 - c. Professional liability insurance with no less than \$1,000,000 per occurrence or claims made basis.
 - d. Workers compensation coverage as required by the State of Washington.
 - e. Employers' liability insurance not less than \$1,000,000 per occurrence.
3. The Vendor is responsible for the payment of any deductible or self-insured retention that is required by any of the Vendor's insurance. If Valley Transit is required to contribute to the deductible under any of the Vendor's insurance policies, the Vendor shall reimburse Valley Transit the full amount of the deductible.
4. Valley Transit shall be named as an additional insured on the Vendor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in section B. Valley Transit reserves the right to receive a certified and complete copy of all of the Vendor's insurance policies.
5. It is the intent of this contract for the Vendor's insurance to be considered primary in the event of a loss, damage or suit. Valley Transit's own comprehensive general liability policy will be considered excess coverage in respect to Valley Transit. Additionally, the Vendor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.
6. The Vendor shall request from his insurer a modification of the ACORD certificate to include language that written notification will be given to Valley Transit for any cancellation, suspension or material change in the Vendor's coverage at least 30 days in advance of such cancellation, suspension or material change.

PERFORMANCE BOND REQUIREMENTS

The Contractor shall furnish at its own expense performance security in the form of a cashier's check, or letter of credit in a form approved by Valley Transit before offer submission, or a performance bond, from a surety

duly licensed to do business in the state of Washington having a financial rating from A.M. Best Company of "A VIII" or better, in the amount of 100 percent of the full amount of the initial contract for the Base Project. The bond shall cover all of the Contractor's obligations under the Contract except for the warranty and shall remain in force until said obligations have been fulfilled. In case that a surety shall become insolvent, its license revoked or suspended, or in the case of a surety approved on the basis that it is listed as an approved federal surety, that such federal approval is revoked or suspended, the Contractor, within five days after notice by Valley Transit, shall substitute other and sufficient surety or sureties. If the Contractor fails to do so, such failure shall be an event of default.

ATTACHMENT 4

Federal Clauses

The following provisions are required either (i) by a grant agreement or cooperative assistance agreement between the U.S. Department of Transportation (hereinafter called the "USDOT") and Valley Transit or (ii) by a grant agreement or cooperative assistance agreement between the Washington State Department of Transportation (hereinafter called the "WSDOT") and Valley Transit or (iii) by Valley Transit itself. As to such provisions, if there is variance between the language set forth herein and any such actual grant or cooperative assistance agreement, the provisions of the grant or cooperative assistance agreement shall govern.

To the extent applicable, the federal requirements contained in the Federal Transit Administration (hereinafter called the "FTA") Master Agreement dated October 1, 2016, as amended (hereinafter called the "Master Agreement"), including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in the Request For Proposals document and the Contract, will be deemed incorporated into the Request For Proposals document and Contract by reference and shall be incorporated in any subagreement or subcontract executed by the Vendor pursuant to its obligations under the Contract. Vendor and its subcontractors, if any, will represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable federal, state and local laws, regulations and rules and local policies and procedures, as amended from time to time, relating to the equipment or the Services provided under the Contract, which may in any manner affect the performance of the Contract, including, without limitation, the following:

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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

Seismic Safety

Construction of new buildings or additions to existing buildings. These requirements do not apply to micropurchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work

performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction / Architectural and Engineering / Acquisition of Rolling Stock / Professional Service Contract / Operational Service Contract / Turnkey contracts over \$150,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.].

Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

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

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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

Clean Air

Applicability – All contracts over \$150,000.

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over

\$2,000).

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

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

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

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000.

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

b. Termination for Default [Breach or Cause] (General Provision) - If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default.

Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) - the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

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

f. Termination for Default (Supplies and Service) - If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) - If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) - If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

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

recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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

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

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

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

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for

training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101

et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the

Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000:

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

Contracts Involving Experimental, Developmental, or Research Work (\$3,500 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

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

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

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

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

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

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

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than

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

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

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

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance

pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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

Other Federal Requirements

The following requirements are not federal clauses:

Full and Open Competition

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

Prohibition Against Exclusionary or Discriminatory Specifications

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

Conformance with ITS National Architecture

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

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

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

Interest of Members or Delegates to Congress

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

to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

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

Other Contract Requirements

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

Compliance with Federal Regulations

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

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

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

Environmental Justice

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

August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

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

Geographic Information and Related Spatial Data

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

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of

Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

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

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

ATTACHMENT 5

Federal Certification

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that: (Name of Bidder/Company Name)

- 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, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date __/__/2017

Signature of notary and SEAL _____

ATTACHMENT 6

Federal Certification

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1) Debarred,
 - 2) Suspended,
 - 3) Proposed for debarment,
 - 4) Declared ineligible,
 - 5) Voluntarily excluded, or
 - 6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2) Violation of any Federal or State antitrust statute, or
 - 3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1) Equals or exceeds \$25,000,
 - 2) Is for audit services, or

3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

(1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

(2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date __ / __ /2017_

Name and Title of Contractor's Authorized Official _____

ATTACHMENT 7

VALLEY TRANSIT

PROFESSIONAL GOODS AND SERVICES AGREEMENT

PUBLIC TRANSIT REGIONAL REAL-TIME PASSENGER INFORMATION SYSTEM

This Professional Goods and Services Agreement ("Agreement") is made and entered into on this _____ day of _____, 2017 ("Effective Date") by and between Valley Transit, a municipal corporation of the State of Washington (hereinafter referred to as "VT"), and _____, a {state} corporation / limited liability company / partnership / etc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Valley Transit requires certain technology and related goods and services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to supply materials and perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services as Valley Transit does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder ("Services") are completed and accepted, unless earlier terminated in accordance herewith. Contractor shall diligently perform the Services according to the requirements and deliverable dates identified in the Scope of Services, attached hereto as Exhibit A and incorporated by reference herein.

Except in the event of an extension of time, agreed to in writing by Valley Transit, all Services must be completed no later than December 29, 2017 ("Completion Deadline"). Grant funds for this project will expire on December 31, 2017 and Valley Transit will not consider or be financially liable for any billing statements presented to Valley Transit after December 29, 2017, the last business day of 2017.

Section 2. Contractor's Services

2.1. Contractor will perform the Scope of Services and supply all goods and materials needed to perform the Scope of Services, as more particularly described on Exhibit A, for VT's Regional Transit System Technology Project ("Project"). In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2.2. All written documents, drawings, programming, and other work product prepared or submitted by Contractor in conjunction with the Services shall bear the signature, stamp, or initials of Contractor's authorized Project Manager. Interpretation of plans and answers to questions regarding the Services or Scope of Services given by Contractor's Project Manager may be verbal or in writing, and may be relied upon by Valley Transit, whether given verbally or in writing. If requested by Valley Transit to be in writing, Contractor's Project Manager will provide such written documentation.

2.3. The existence of this Agreement between Valley Transit and Contractor shall not be construed as Valley Transit's promise or assurance that Contractor will be retained for future services beyond the Scope of Services described herein.

2.4. Contractor shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Contractor may have access by reason of this Agreement. Contractor warrants that Contractor's employees assigned to work on the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

2.5. All Services will be provided in strict compliance with all applicable federal, state and local laws, rules, and regulations, including all laws related to technology, licensing, intellectual property, and copyright and trademark regulations.

Section 3. Compensation

3.1. Except as otherwise set forth in this Section 3, Valley Transit agrees to pay Contractor on a time and materials basis, guaranteed not to exceed _____ DOLLARS (\$ _____) for performance of the goods and services associated with the selected technology system ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Change Order to be executed between Valley Transit and Contractor.

3.2. During the course of Contractor's performance, if Valley Transit, through its Project Manager, specifically requests Contractor to provide additional services that are beyond the Scope of Services described on Exhibit A, Contractor shall provide such additional goods and services and bill Valley Transit at the rates outlined on Contractor's Rate Schedule, as set forth in Exhibit B. Compensation above the amount shown in Subsection 3.1 above requires a written Change Order, executed in compliance with the provisions of Section 20.

3.3. Unless expressly set forth on Contractor's Rate Schedule as a reimbursable expense item that is not included in the Compensation Amount of Subsection 3.1, or as an additional charge for which a written Change Order has been approved, in accordance with Subsection 3.2 and the requirements of Section 20 (Modification/Change Orders), Contractor shall only be entitled to the Compensation Amount specified in Subsection 3.1.

3.4. Except for amounts withheld by Valley Transit pursuant to this Agreement, Contractor will be paid for Services for which an itemized invoice is received by Valley Transit within forty-five (45) calendar days of receipt, unless Valley Transit disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by Valley Transit within the above timeframe. Valley Transit will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. In no event shall Valley Transit be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

3.5. Valley Transit will be responsible for the direct payment of required fees payable to governmental agencies or third-party suppliers or providers only if identified by Contractor in Contractor's RFP submittal or the attached Scope of Services.

3.6. Contractor's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related expenses, salaries or wages plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, and all other indirect and

overhead charges.

Section 4. Prevailing Wages

This contract is for a federally funded Project and state prevailing wages also apply. Therefore, not less than the higher of the current applicable state prevailing wage or federal wage must be paid on this Project. State wage rates for this Project are those published by Washington State Department of Labor & Industries. Because this contract is subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services subject to the prevailing wage rate, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with Washington State law, if applicable. In addition, this Agreement is also covered by the federal Davis-Bacon Act (40 USC§ 3141 et seq.). Therefore, Contractor and subcontractors shall pay workers or others performing Services contemplated by this Agreement who are subject to payment of prevailing wages the higher of the State of Washington or the federal Davis-Bacon prevailing rate of wage, as determined by the Department of Labor and Industries, in accordance with Washington State law. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by Washington State law. If Valley Transit determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the monies due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under Washington State law. Contractor shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. VT's Responsibilities

The scope of Valley Transit's responsibilities, including those of Valley Transit's Project Manager, are also set forth in the Scope of Services. Valley Transit has designated a Project Manager and may designate an Outside Contractor Assistant Project Manager to facilitate day-to-day communication between Contractor and Valley Transit, including timely receipt and processing of invoices, requests for information, and general coordination of VT staff to support the Project.

Section 6. VT's Project Manager

Valley Transit's Project Manager is Dick Fondahn. Valley Transit's Assistant Project Manager may be assigned at a future time. Valley Transit shall give Contractor prompt written notice of any redesignation of its Project Manager or Assistant Project Manager. Although Contractor may seek clarification or communicate through the Assistant Project Manager, any modifications to this contract requiring written approval by Valley Transit may be approved only by the Project Manager.

Section 7. Contractor's Project Manager

Contractor's Project Manager is _____ . In the event that Contractor's designated Project Manager is changed, Contractor shall give Valley Transit prompt written notification of such redesignation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of Valley Transit, which consent shall not be unreasonably withheld. In the event Valley Transit receives any communication from Contractor that is not from Contractor's designated Project Manager, Valley Transit may request verification by Contractor's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by Valley Transit as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of Valley Transit's Project Manager.

Section 9. Duty to Inform

If, at any time during the performance of this Agreement or any future phase of this Agreement for which Contractor has been retained, Contractor becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by Valley Transit with respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to Valley Transit's Project Manager. Any delay or failure on the part of Valley Transit to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of Valley Transit's rights.

Section 10. Subcontractors and Assignments

10.1. The express intent of this Contract is for it to be assigned to other providers of public transportation in the geographical region surrounding Walla Walla, WA and is mutually accepted by Valley Transit and Contractor as a necessary part of creating a regional, multi-state, internet based real-time passenger information system. In as much as allowed by the FTA, Valley Transit prefers each transit agency and Department of Transportation making use of the Assignment Clause to create a separate contract with the Contractor. The region includes Eastern Washington, Eastern Oregon, and Central Idaho. This is a large, rural, natural resource area, and generally sparsely populated area. This Contract shall be construed and interpreted so as to be fully compliant with FTA directives on Joint Procurements and Piggybacking as specified in FTA Circular 4220.1E, Rev. 4, 03/18/2013, or as revised, and the FTA Best Practices Procurement & Lessons Learned Manual, Rev. October 2016, or as revised.

10.2. Unless expressly authorized in Exhibit A or Section 11 of this Agreement, Contractor shall neither subcontract with others for any of the Services prescribed herein nor assign any of Contractor's rights acquired hereunder without obtaining prior written approval from Valley Transit, which approval may be granted or denied in Valley Transit's sole discretion. Services may be performed by persons other than Contractor, provided Contractor advises Valley Transit of the names of such subcontractors and the Services which they intend to perform, and Valley Transit's Project Manager specifically agrees, in writing, to such subcontracting. Contractor acknowledges such Services will be provided to Valley Transit pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between Valley Transit and the subcontractor(s). Unless otherwise specifically provided by this Agreement, Valley Transit incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Agreement without the written consent of Valley Transit shall be void. Except as otherwise specifically agreed, all costs for Services performed by others on behalf of Contractor shall not be subject to additional reimbursement by Valley Transit.

10.3. Valley Transit shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Contractor shall cooperate with Valley Transit and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Contractor shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Contractor's design, detailed drawings giving full information so that conflicts can be avoided.

Section 11. Contractor Is Independent Contractor

11.1. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under Section 3 of this Agreement. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Services. Valley Transit does not have the right to control or interfere with the manner or method of accomplishing said Services. Valley Transit, however, will have the right to specify and control the results of Contractor's Services so such Services meet the requirements of the Project.

11.2. Contractor may request that some consulting Services be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Services are provided to Valley Transit pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of Valley Transit, which consent may be given or denied in Valley Transit's sole discretion. For all Services performed under subcontract to Contractor, as approved by Valley Transit, Contractor shall only charge the compensation rates shown on an approved Rate Schedule. Rate Schedules for named subcontractors, and Contractor markups of subcontractor billings, will only be recognized by Valley Transit as set forth in Contractor's Rate Schedule, unless documented and approved, in writing, by Valley Transit pursuant to a modification to Contractor's Rate Schedule, per Section 20 of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor.

11.3. Contractor shall be responsible for, and defend, indemnify, and hold Valley Transit harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by Valley Transit, Contractor shall require that all of Contractor's subcontractors also comply with and be subject to the provisions of this Section 11 and meet the same insurance requirements of Contractor under this Agreement.

Section 12. Contractor Responsibilities

12.1. Contractor shall make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Agreement, as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against Valley Transit on account of any labor or material furnished to or on behalf of Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, Valley Transit may, but shall not be obligated to, pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Contractor under this Agreement. Valley Transit may also recover any such amounts directly from Contractor.

12.2. Contractor must comply with all applicable Washington and federal wage and hour laws, including Bureau of Labor and Industries and Davis-Bacon wage requirements. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicare/Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to Washington State law. All costs incident to the hiring of assistants or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold Valley Transit harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit B as a reimbursable expense item, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Contractor's Compensation Amount is based.

12.3. No person shall be discriminated against by Contractor or any subcontractor in the

performance of this Agreement on the grounds of sex, gender, race, color, creed, marital status, age, disability, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by Valley Transit.

12.4. Because this Agreement is funded, in part, by federal funds, Contractor must comply with all Required Federal Provisions, as set forth in Section 13, below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically preempted by federal law.

Section 13. Required Federal Provisions

This Agreement is funded, in whole or in part, with Federal funds. Contractor must therefore comply with all of the following, in addition to the provisions listed above:

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

13.2. Clean Water. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1 251 et seq. Contractor agrees to report each violation to Valley Transit and understands and agrees that Valley Transit will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

13.3. Clean Air. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. Contractor agrees to report each violation to Valley Transit and understands and agrees that Valley Transit will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

13.4. Recovered Materials. Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC§ 6962), including but not limited to the regulatory provisions of 40 C FR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart 8 of 40 CFR Part 247.

13.5. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 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 USC § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13.6. Access to Records. The following federal access to records requirements apply to this Agreement:

13.6.1. Contractor agrees to provide Valley Transit, VT, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives, including any PMO contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC § 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 USC § 5307, 5309 or 5311. Contractor also agrees to permit any of the foregoing parties

(at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed, and to permit said parties to interview Contractor's employees during work hours on the job.

13.6.2. Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until Valley Transit, 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).

13.7. Contracts Involving Federal Privacy Act Requirements. The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

13.7.1. Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC § 552a. Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

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

13.8. Contract Work Hours and Safety Standards.

13.8.1. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

13.8.2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Section 13.8.1, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 13.8.1, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 13.8.1.

13.8.3. Withholding for Unpaid Wages and Liquidated Damages. Valley Transit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 13.8.2.

13.8.4. Safety. All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act (OSHA), as well as any pertinent Federal, State and/or local safety or environmental codes.

13.8.5. Subcontracts. Contractor or any subcontractor shall insert in any subcontracts the clauses set forth in Sections 13.8.1 through 13.8.4 and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 12.8.1 through 12.8.5.

13.9. Civil Rights Requirements.

13.9.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12321), and Federal transit law at 49 USC § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the FTA may issue.

13.9.2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e), and Federal transit law at 49 USC § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., 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 this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, marital status, 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, Contractor agrees to comply with any implementing requirements the FTA may issue.

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

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

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

13.10. Disadvantaged Business Enterprises

13.10.1. 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%. VT's overall goal for DBE participation is 11.8%. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

13.10.2. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor 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 Valley Transit deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

13.10.3. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 calendar days after Contractor's receipt of payment for that work from Valley Transit. In addition, Contractor may not hold retainage from its subcontractors.

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

13.11. Program Fraud and False or Fraudulent Statements or Related Acts.

13.11.1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq., and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies", 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted Project for which the attached Scope of Services is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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

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

13.12. Suspension and Debarment. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Contractor certifies as follows:

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

13.13. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between Valley Transit and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

13.14. Breaches and Disputes.

13.14.1. Disputes. Disputes arising in the performance of this Agreement which are not resolved

by agreement of the parties shall be decided in writing by Valley Transit's General Manager. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to Valley Transit General Manager. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Valley Transit General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by Valley Transit, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

13.14.2. Claims for Damages. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents, or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

13.14.3. Remedies. If not resolved pursuant to Section 13.14.1, and unless this Agreement provides otherwise, all claims, counterclaims, disputes, and other matters in question between Valley Transit and Contractor arising out of or relating to this Agreement or its breach may be mediated, if the parties agree upon a time, place, and manner for mediation, or suit may be filed in the Walla Walla County District Court or Superior Court in the State of Washington.

13.15. Termination. The termination clause for this contract can be found in Section 17, below.

13.16. No Obligation by the Federal Government.

13.16.1. Valley Transit and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 Valley Transit, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

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

13.17. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the DOT, whether or not expressly set forth in the preceding contract provisions. All applicable contractual provisions required by the DOT, as set forth in FTA Circular 4220.1 E, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any VT requests which would cause Valley Transit to be in violation of the FTA terms and conditions.

Section 14. Minimum Indemnity and Insurance

14.1. Hold Harmless and Indemnification

14.1.1. The Contractor agrees to defend, indemnify and hold Valley Transit, its officers, directors, agents, servants, employees and representatives harmless from any and all claims, including death, bodily injury or property damage, together with reasonable attorney fees and court costs, resulting from the Contractor work, except for claims caused by the sole negligence of Valley Transit. Valley Transit's inspection or acceptance of the Contractor's work when completed shall not be grounds to void any of these covenants of indemnification.

14.1.2. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Valley Transit, its officers, directors, agents, servants, employees, and representatives, the Contractor's liability hereunder

shall be only to the extent of the Contractor's negligence.

14.1.3. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

14.1.4. It is further provided that no liability shall attach to Valley Transit by reason of entering into this contract, except as expressly provided herein.

14.2. Insurance

14.2.1. Contractor shall maintain at a minimum, the coverage's set forth below. By requiring such minimum insurance, Valley Transit shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

14.2.2. Contractor shall purchase and maintain during the life of this Contract the following insurance:

(a) Statutory Worker's Compensation Insurance as specified by Washington State Law, including Employer's Liability Insurance for its employees.

(b) Comprehensive General Liability Insurance, including Blanket Contractual and Completed Operations coverage for limit of at least \$1,000,000 for all bodily injuries and property damages.

14.2.3. Contractor shall provide insurance binder listing Valley Transit as an additional insured.

14.2.4. The coverage provided by these policies shall be primary, and any other insurance carried by Valley Transit is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between Valley Transit and Contractor for which Contractor has obtained insurance, the maximum amount that may be withheld by Valley Transit for all such claims shall be no more than the amount of the applicable insurance deductible. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 15. Intellectual Property Representations, Warranties, and Ownership

15.1. Contractor warrants it has full intellectual property rights to all technology it uses to design and service Valley Transit's Project. Contractor will defend, indemnify, and hold Valley Transit harmless from any claim of unauthorized use of intellectual property with respect to the Scope of Services performed by Contractor hereunder. This warranty is perpetual for as long as Valley Transit operates the system and maintains the required licenses that Contractor advises Valley Transit to maintain, as provided below.

15.2. Contractor will advise Valley Transit of any hardware or software that Valley Transit will need to purchase or as to any license(s) Valley Transit will need to acquire in order to maintain the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of any products it causes to be incorporated into the Scope of Services.

15.3. Upon payment in full of all invoices for the Project, Valley Transit will own all systems developed within the Scope of Services and Contractor shall retain no intellectual property rights or licensing rights to the system unless otherwise agreed upon, in writing, by Valley Transit. All tracking data generated by the project and system shall be the property of Valley Transit.

15.4. There shall be no additional fees for the use and sharing of data. Contractor shall provide a real-time data feed (aka: API) and shall not impose limits to Valley Transit for the use of these data.

Section 16. Performance Warranty

16.1. In addition to the ongoing intellectual property warranties of unlimited duration, as set forth

in Section 15, Contractor shall fully warranty all products and Services for a period of _____(_____) from the Completion Deadline date.

16.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all products and Services for a period of _____ (_____) years from the Completion Deadline date and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to Valley Transit's Project Manager and at no cost to Valley Transit, any and all defects, breaks, or failures of the products or Services occurring within _____ (_____) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the products or Services, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing his/her duties and obligations under this Agreement, is also covered by the warranty when such defects or damage occur within the warranty period. The _____(_____) year warranty period shall, with relation to such required repair, be extended _____(_____) years from the date of completion of such repair.

16.3. If Contractor, after written notice, fails within ten (10) calendar days to proceed to comply with the terms of this section, Valley Transit may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of Valley Transit's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of Valley Transit's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

16.4. Statute of Limitations. Contract shall be governed by Washington State statute of limitations for Valley Transit to file a claim for repairs of defective materials or Services due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

Section 17. Early Termination; Default

17.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

17.1.1. By mutual written consent of the parties;

17.1.2. By Valley Transit, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person; and

17.1.3. By Contractor, effective upon seven (7) calendar days prior written notice in the event of substantial failure by Valley Transit to perform in accordance with the terms through no fault of Contractor, where such default is not cured within the seven (7) day period by Valley Transit. Withholding of disputed payment is not a default by Valley Transit.

17.2. If Valley Transit terminates this Agreement, in whole or in part, due to default or failure of Contractor to perform Services in accordance with this Agreement or for violation of any laws, including intellectual property laws, Valley Transit may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies Valley Transit may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs, damages, claims, or fines incurred by Valley Transit as a result of the default by Contractor, including, but not limited to all costs incurred by Valley Transit in procuring services from others as needed to complete this Agreement or in defending against violations of intellectual property laws and payment of any resulting fines or license fees. This Agreement shall be in full force to the extent not terminated by written notice from Valley Transit to Contractor. In the event of a default, Valley Transit will provide Contractor with written notice of the default and a period of ten (10) calendar days to cure the default. If Contractor notifies Valley Transit that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then Valley Transit may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or Valley Transit may elect to terminate this Agreement and seek remedies for the default, as provided above.

17.3. If Valley Transit terminates this Agreement for its own convenience not due to any default by

Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against Valley Transit under this Agreement.

17.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Contractor or Valley Transit that accrued prior to such termination. Contractor shall surrender to Valley Transit items of work or portions thereof, referred to in Section 22, for which Contractor has received payment or Valley Transit has made payment. Valley Transit retains the right to elect whether or not to proceed with actual work on the Project.

Section 18. Suspension of Services

Valley Transit may suspend, delay, or interrupt all or any part of the Services for such time as Valley Transit deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Contractor's control. Valley Transit shall not be responsible for Services performed by any subcontractors after notice of suspension is given by Valley Transit to Contractor. Should Valley Transit suspend, delay, or interrupt the Services and the suspension is not within Contractor's control, then Valley Transit shall extend the time of completion by the length of the delay.

Section 19. Liquidated Damages

19.1. Valley Transit and Contractor recognize that time is of the essence of this Agreement and that Valley Transit will suffer financial loss and public detriment if the Services are not completed by the Completion Deadline, plus any extensions thereof granted, in writing, by Valley Transit. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by Valley Transit if the Services are not completed on time. Accordingly, instead of requiring any such proof, Valley Transit and Contractor agree that, as Liquidated Damages for delay (but not as a penalty), Contractor shall pay Valley Transit the amounts listed below for each and every day that expires after the time specified for as the Completion Deadline.

19.2. Liquidated Damages shall apply against Contractor and accrue to Valley Transit at the rate of One Hundred Dollars (\$100) for each calendar day that expires after the time specified as the Completion Deadline.

19.3. The parties agree that this amount of Liquidated Damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate.

Section 20. Modification/Change Orders

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both Valley Transit and Contractor. A modification is a written document, contemporaneously executed by Valley Transit and Contractor, which increases or decreases the cost to Valley Transit over the agreed Compensation Amount in Section 3 of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Contractor and Valley Transit. In the event Contractor receives any communication of whatsoever nature from Valley Transit, which communication Contractor contends gives rise to any modification of this Agreement, Contractor shall, within five (5) calendar days after receipt, make a written request for modification to Valley Transit's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by Valley Transit to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, Valley Transit shall be

responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Compensation Amount. The Change Order must be signed and dated by both Contractor and Valley Transit before the Change Order may be implemented.

Section 21. Access to Records

Valley Transit shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years, unless within that time Valley Transit specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 22. Property of Valley Transit

Originals or certified copies of the original work forms, including but not limited to documents, programs, plans, and systems, performed or produced by Contractor under this Agreement shall be the exclusive property of Valley Transit and shall be delivered to Valley Transit prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to Valley Transit upon request without additional compensation. Upon Valley Transit's approval, and provided Valley Transit is identified in connection therewith, Contractor may include Contractor's work in its promotional materials.

Section 23. Adherence to Law

In the performance of this Agreement, Contractor shall adhere to all applicable federal, state, and local laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Services described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

Section 24. Governing Law

This Agreement shall be governed by the laws of the State of Washington.

Section 25. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or seventy-two (72) hours after having been deposited in the United States Postal Service mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To VT: Valley Transit
Attn: Dick Fondahn
1401 W. Rose Street
Walla Walla, WA 99362

To Vendor: _____
Attn: _____

Section 26. Miscellaneous Provisions

26.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and

integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

26.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

26.3. Assignment. Contractor may not assign this Agreement, nor the performance of any obligations hereunder, unless agreed to in advance and in writing by Valley Transit.

26.4. Venue. Venue for any dispute will be in Walla Walla County, Washington State.

26.5. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including and proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If Valley Transit is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

26.6. Non-Waiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

26.7. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

26.8. Modification. This Agreement may not be modified except by written instrument executed by Contractor and Valley Transit.

26.9. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

26.10. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

26.11. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

26.12. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives Valley Transit "sole discretion" or Valley Transit is allowed to make a decision in its "sole judgment".

26.13. Accessibility Requirements. In addition to those requirements set forth in other sections, Valley Transit requires that all VT telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with Title 28, Part 35 of the Code of Federal Regulations, 28 CFR Section 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as

amended. Section 508 standards are viewable at <http://www.access-board.gov>.

26.14. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

26.15. Interpretation. As a further condition of this Agreement, Valley Transit and Contractor acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

26.16. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

26.17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

26.18. Authority. Each party signing on behalf of Contractor and Valley Transit hereby warrants actual authority to bind their respective party.

The Contractor and Valley Transit hereby agree to all provisions of this Agreement.

CONTRACTOR:

VALLEY TRANSIT:

By: _____

By: _____

By: _____

By: _____

(Print Name): _____

(Print Name): _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

Gregory L. Lutcher, Esq.
Attorney at Law
Valley Transit

ATTESTED TO:

Melanie Hall, Clerk of the Board
Valley Transit