

**REQUEST FOR PROPOSALS**

**TO PROVIDE**

**Real Time Passenger Information System for  
The Butte Regional Transit / B-Line  
City of Chico, CA**

**Solicitation #: 326-072016-01**

Proposals due by June 24, 2016  
Time: 3:00 pm



**Butte County Association of Governments  
326 Huss Drive, Suite 150  
Chico, CA 95928**

**(530) 809-4616  
May 24, 2016**

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## **ATTACHMENTS:**

### **Proposal Required Attachments:**

#### ATTACHMENT 4 - ATTACHMENT CHECK LIST

- Exhibit A Proposed 'Scope of Work'
- Exhibit B Cost Proposal (Itemized) Form
- Form 1 Lobbying Certification
- Form 2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Covered Transaction
- Form 3 Equal Employment Opportunity Certification
- Form 4 Acknowledgement of Receipt of Addenda
- Form 5 List of Proposed Sub contractors
- Form 6 Public Contract Code Section 10162 Questionnaire
- Form 7 BCAG – Non-Collusion Affidavit
- Form 8 Public Contract Code Section 10285.1 Statement
- Form 9 Proposer Certification Clauses and Proposal Signature Page
- Form 10 Local Agency Proposer/Bidder- DBE (Contractor Contracts) – Information

### **Reference Information: (Not required with Proposal Submittal)**

Service Map

Criteria for Evaluation of Proposal

Butte Regional Transit/B-Line System Profile-Summary

Butte Regional Transit/B-Line Fare Structure & Pricing Table

Exhibit 10-I Notice to Bidders/Proposers Disadvantaged Business Enterprise Information

Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation

Attachment I – Standard Insurance Requirements for Professional Services Contract

**I. Purpose:**

The Butte County Association of Governments (BCAG) and Butte Regional Transit (B-Line) are seeking request for proposals from a qualified web and mobile application development company to provide a Real Time Passenger Information System for its fixed route service. There are 21 Fixed Route service lines for Butte Regional Transit. The Fixed Route service currently consists of six (6) intercity fixed-routes (service between City of Chico, City of Oroville, Town of Paradise, and City of Gridley/Biggs); eleven (11) local fixed-routes in City of Chico; and four (4) local fixed-routes for City of Oroville. There are approximately 35 Fixed Route vehicles and Butte Regional Transit operates Monday through Friday between the hours of 5:50 AM and 10:00 PM; Saturday between the hours of 7:00 AM and 10:00 PM; and Sunday between the hours of 7:50 AM and 6:00 PM.

The Web and Mobile Application agreement should include software maintenance, supplies, all necessary hardware, and installation with configuration. The agreement will include a five (5) year warranty (maintenance support) to BCAG/B-Line with no more than a 2.50% increase in price to provide service throughout agreed upon option years.

**II. Background:**

The Butte County Association of Governments (BCAG) is formed by a Joint Powers Agreement (JPA) between the County of Butte and the incorporated cities of Chico, Gridley, Biggs, Oroville and the Town of Paradise. BCAG is the state designated Regional Transportation Planning Agency (RTPA) and the federally designated Metropolitan Planning Organization for Butte County.

In addition, BCAG's JPA gives responsibility to BCAG for the administration and operation of the region's consolidated public transit service. The BCAG Board of Directors is the policy making authority for transit decisions. The consolidation of the region's transit systems was the result of a multi-year planning effort by the cities, town, county and BCAG staff. Butte Regional Transit or B-Line provides fixed route and Paratransit services to the cities, town and the county. B-Line service began in July 2005.

The BCAG Board of Directors is responsible for all policy decisions under the authority of BCAG, as the Policy Board for Butte Regional Transit. Transit policy decisions require a super majority vote of the Board, seven (7) of the ten (10) Board members. The Policy Board reviews and makes decisions based upon the recommendations presented by the Transit Administrative Oversight Committee and BCAG staff.

The Butte County Association of Governments (BCAG) is the owner/operator of Butte Regional Transit (BRT) or the B-Line. BRT utilizes the services of a contractor to provide drivers, dispatching and maintenance of the BRT day-to-day operations under the oversight of BCAG's Transit Manager and Transit Operations staff to provide daily fixed route and paratransit services throughout the county and cities. BCAG provides the facility and all vehicles, except a few specialty items owned by Transdev.

**III. Contractor Scope of Services**

The services consist in general, of providing Real-Time Passenger Information (RTPI), which informs passengers of real-time bus arrival and departure times. The Contractor shall obtain RTPI data using an Application Programming Interface (API) provided by BCAG. The system shall meet all applicable standards and regulatory requirements including, but not limited to, the Americans with Disabilities Act (ADA) and Payment Card Industry (PCI) requirements. In general, the expected needs include, but are not necessarily limited to the following:

## **1. Software Components Fixed Route CAD/AVL**

- System will have capability to capture and transmit vehicle location information on a real-time or near-real-time basis.
- System should have an update frequency rate as close to real-time as possible, no more than 3 to 5 seconds per update.
- iPhone, Android & mobile website apps must be included in the system offering for better access and convenience.
- System shall offer detailed area and route maps, preferably using familiar maps like Google.
- System should accommodate and/or offer future option of integrating automated passenger counting and mobile payment.
- System should be a turnkey and cloud hosted. Vendor should describe their go-live strategy and average release timelines.
- System should provide optional capability and integration of Real-time Transit Data API, including developer documentation that allows for querying data from AVL services, with a JSON or similar document as output. The API should provide real-time vehicle location data and estimated arrival times for vehicles as they approach stops.

## **2. Passenger Components**

### **Public website**

- Users shall have ability to view only routes that are of interest to them.
- System should provide arrival estimates to give riders more detail about anticipated vehicle arrival times.
- Users shall have the System remember chosen routes from past times they have loaded the website.
- Vendor shall design a banner that uses customer-supplied logos/graphics to clearly identify customer's transit system and a web address that is easy to market to riders.
- System shall continuously update the web page (whenever a new estimated time of arrival (ETA) is determined, bus is added/removed, etc.), without the user being required to refresh the webpage.

### **Mobile Phone Access**

- System should allow riders to access arrival estimates via SMS text messaging (particularly for phones that may not have smartphone & web capability).
- For phones with GPS capability, system should provide geolocation features to allow riders to identify location on map.

### **Smartphone Access**

- For smartphones (iPhone, and Android); system should provide interface that shows steady vehicle movement without reloading.
- For smartphones with GPS capability; system should provide geolocation features to allow riders to identify location on map.
- System should provide a free-to-download native iPhone application.
- System should provide a free-to-download native Android application.
- Shall provide an optional notification platform. This should work without the rider opening the app.

### **Public Vehicle Location Displays**

- System shall provide the ability for Customer to use new or existing flat screen monitors to display a version of the System that requires no user interaction (for example, an LCD screen in a building lobby).
- Vendor shall be responsible for ensuring that all maps, routes, and information properly displays and automatically refreshes on LCD screens at all times.

- The display shall include route name and the ability to differentiate routes by design or color.
- The display shall include the ability to identify a specific vehicle and its associated route.

### **3. Management Components**

#### **Management Software Requirements**

- System shall provide real-time graphical displays of vehicle location using map interface.
- System shall provide a management interface to allow assignment of buses to routes by dispatchers.
- Interface should be intuitive and simple to use.
- System shall allow announcements to be posted immediately or in advance for posting at pre-defined time.
- System shall also allow announcements to be removed automatically at a pre-defined time in the future.
- System shall provide historical playback of vehicle locations.
- All back end administrative tools and functions shall be available on cloud based web portal. Solution must be 100% cloud based so that login is able to take place via a web portal at any time of the day.
- New accounts for login to the system must be able to be created instantaneously upon request. There should be at least three options for account privileges (dispatcher, viewer, admin, etc...)
- Certain management functions (e.g. assigning buses, activating routes) shall be allowed from internet-enabled smartphones.

#### **Reports**

- System shall provide web-based reports that allow customer to run transit system more efficiently. Desired reports include:
  - On-Time Performance
  - Headway Report
  - Ability to see all of a particular vehicle's arrivals and departures for the day
- Reports shall allow for time based comparison (e.g. last week vs. this week) and historical reporting.
- Reporting data should be captured and remain accessible for at least 3 years after the previous year.
- Reports shall be exportable to standard Microsoft document format (Excel) with capabilities of scheduling email reports.

#### **Support**

- Vendor will provide 24-7 support when needed in case of severe emergencies.
- Vendor should be accessible via phone, web and e-mail, at a bare minimum.
- Turnaround response time of vendor for any mission critical component of the system should not exceed 4 hours.
- Vendor shall provide training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment of System.
- Vendor shall also provide optional web-based training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment of System and on an as-needed basis for future trainees.
- Support shall be available during normal business hours. Standby support shall be available at all other times, including nights, weekends, and holidays.

#### **Hardware**

- At the time of installation, the hardware must be the current technology available and compatible with the vendor's software.
- Hardware shall remain under warranty for at-least one year and shall offer options for extending the warranty for up to 5 years.

- Should a malfunction occur which requires hardware to be replaced-- during the initial contract; the replacement equipment must be new with the latest technology at the time of replacement and/or installation.

### **Software**

- At the time of implementation, the software must be the current version and compatible with the vendor's hardware.
- No installations of any kind on any transit Agency computers or servers before prior approval. Vendor would need to provide capabilities to store on Vendor's servers.
- Vendor must always ensure that the Transit Agency is utilizing the latest approved software version available.

### **Conditions of Acceptance**

Final acceptance of product will be contingent upon a 35-day testing and evaluation period commencing after installation and training (hardware and software) has been completed.

Note: It is expressly understood that the successful contractor will develop a program that can be effectively transferred to a new contractor should circumstances determine the need to do so.

## **IV. Agency (BCAG) Responsibilities:**

BCAG will administer the contract and responsively coordinate with the contractor to achieve the web and mobile application development of a Real Time Passenger Information System for its fixed route service. It is understood there will be items not stated above that will require addressing through the life of the contract. It is our expectation the chosen contractor will work with BCAG to efficiently, and with cost effectiveness, identify and resolve all issues that arise during the life of the contract. The term of the contract will be for 5 years with two (1) year terms; at which time, BCAG reserves the right to extend or circulate a new proposal request for continued services.

### **1. Other Responsibilities**

- a) Assign a BCAG project manager to coordinate BCAG activities and to act as a single point of contact for the Contractor for project-related activities;
- b) Participate in the project kick-off and regular project meetings;
- c) Conduct the design review;
- d) Make vehicles accessible for installation (if needed);
- e) Provide space (including electrical power) for the installation of vehicle equipment;
- f) Participate in system testing;
- g) Participate in training;
- h) Conduct project marketing and public education;
- i) Provide customer service;
- j) Obtain customer feedback;
- k) Obtain agency departments' feedback;
- l) Conduct product evaluation (including a product evaluation report).

Other than these responsibilities, the Contractor shall be responsible for all aspects of the Real Time Passenger Information System.

## **V. Contractor Responsibilities:**

- a) Project Management;
- b) System Design;
- c) Hardware and software supply;
- d) System installation;

- e) Testing;
- f) Training;
- g) Commissioning;
- h) Operations, administration and maintenance (OA&M);

**VI. Contractor Requirements:**

a) Vendor Qualifications

The Real Time Passenger Information System Project Contractor shall have adequately qualified staff and resources to undertake this project.

b) Related Experience

The Contractor shall have successfully undertaken and completed in the past three (3) years at least two Real Time Passenger Information System projects using similar software and hardware being proposed for the BCAG project.

c) References

Proposers shall supply at a minimum two (2) references for Real Time Passenger Information System projects and one for another type of project (which may or may not be a Real Time Passenger Information System project) for a total of three (3) project references.

**VII. Proposal Content Requirements:**

Contractors interested in providing the scope of services must submit a proposal by the deadline date and time defined in this RFP. At a minimum, the following information should be included in the proposal, as actual selection will be based on careful consideration of all pertinent data provided.

1. **Introductory Letter:** A letter describing the firm's interest in providing the scope of services for the PROJECT. Indicate the name of the firm submitting the proposal and the name of an individual to contact if further information is desired. This letter should contain a statement of the contractor's basic understanding of the PROJECT and be based on existing information available in the Request for Proposal, from site visits, available documents, and from applicable regulations or requirements. This letter should also contain a statement regarding the qualifications of the contractor to do the work, and any summary information on the PROJECT team or the contractor that may be useful or informative to BCAG.

Along with the introductory letter, the contractor should indicate acceptability of the terms and conditions of the standard contractor services agreement contained in the Proposal Attachments. Any proposed deviations or modifications to the agreement should be noted, with reasons given, for review by BCAG. Changes to the agreement may not be considered by BCAG once selection has been made.

2. **Personnel, Qualifications, Experience and References:** Include organizational chart for proposed team(s) and identify the key individuals, who are proposed to be part of the team along with their qualifications and experience as related to the PROJECT. Experience on similar or related projects is required. Describe the responsibilities of key team members and how the team will interact. The information should include the expected amount of involvement and time commitment of each of these individuals on the PROJECT. The proposal must identify the proposed team members' current work commitments to other projects or activities in sufficient detail to indicate the organization and all of the individuals assigned to the proposed PROJECT.



3. **System Architecture and System Availability:** The proposers shall provide a detailed description of their proposed solution's hardware and software system architectures – including all systems, subsystems and system interfaces comprising their Real Time Passenger Information System solution. The Real Time Passenger Information System shall be hosted with the system servers located at the Contractor's or a third party's data center. Proposers shall discuss methods used to ensure a high degree of system availability – including redundancies and soft failure methods to optimize system availability.
4. **System Integration:** In the event the proposed solution integrates to any existing BCAG systems – such as, the SPX Genfare fare collection system, STREETS scheduling system, GTFS service data, or NextBus RTPI system – proposers shall provide detailed descriptions of all central system and/or onboard system interfaces, and as part of the system design following contract execution, Interface Control Documents, detailing these interfaces.
5. **Equipment Reliability:** Proponents shall indicate the equipment reliability of all proposed hardware in terms of Mean Time Between Failure (MTBF) – including, all proposed onboard equipment, handheld equipment, and any other hardware utilized.
6. **Proposal Submission Requirements:** In addition to all the proposal submission requirements in other parts of the RFP, Proposers shall include the following information in their proposals.

#### **6.1.1 Functional Description**

Proposers shall provide a detailed description of the functionality provided by the proposed system.

#### **6.1.2 System Description**

Proposers shall provide a system description, including a system block diagram and information of each of the components of the system. The description should include information related to reliability, ease of maintenance, and other factors.

#### **6.1.3 Vendor Description**

##### **6.1.3.1 Corporate Information**

Proposers shall include information related to corporate history, size and organization.

##### **6.1.3.2 Vendor Experience**

Proposers shall list all relevant experience, including the involvement of the proposed team members in previous relevant projects. Proposers shall indicate whether the same system/equipment being proposed was used in these other projects.

##### **6.1.3.3 References**

Proposers shall supply at least two (2) references from similar projects and one additional reference from a difference type of project (which could be a similar project), for a minimum of three (3) total references.

#### **6.1.4 Project Management Plan**

Proposers shall propose a project management plan to implement and go-live with the Real Time Passenger Information System within 120-days of the project notice to proceed or contract execution, whichever comes first.

#### **6.1.4.1 Proposed Project Team**

Proposals shall identify the proposed team, discuss the organization and provide resumes of the project team members.

#### **6.1.4.2 Project Schedule**

Proposers shall provide a Gantt chart to display the project schedule showing how the go-live date of November 20, 2016 or 120-days of the project notice to proceed, whichever comes later, can be met.

BCAG has requested information throughout this Scope of Work; this requested information is mandatory information, and Proposers shall address all of the requests and questions.

#### **6.1.5 Technical Compliance**

In the event Proposers are non-compliance with any of the requirements, Proposers shall clearly state their non-compliance. Proposers may propose alternative solutions if they meet the objective of the requirement. Proposers shall include a table of non-compliance and list requirements that they do not meet. In the event proposers are fully compliant, the table shall still be included; but left blank.

7. **“Exhibit A Proposed Scope of Services”**: Detail the Scope of Services that will be provided specifically identifying those items contained in Item III “Contractor Scope of Services” above. The Scope of Services will ultimately become part of the contract. Specifically state any exclusions of work that is either not performed or not capable of being performed and how that work can be accomplished. If this requires the use of sub-contractors, state the sub-contractor and their qualifications according to the guidelines stated in Item VII.6 above. Provide a description of how the objectives will be achieved such that it is clearly understood how the stated work products can efficiently be delivered.
8. **Conflict of Interest Statement**: The prospective contractor shall disclose any financial interest or relationship with any web development company that might submit an RFP on the PROJECT.
9. **Disadvantaged Business Enterprise**: It is the policy of BCAG that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under any agreement. The DBE requirements of 49 CFR Part 26 will apply to any consultant agreement.

**The Overall DBE Goal for FFY’s 2015/17 for BCAG’s FTA assisted contract is 12%.** BCAG will implement race-neutral measures to meet its Overall DBE Goal objectives in accordance with 49 CFR Part 26.51.

BCAG is a member to the California Unified Certification Program (CUCP), and recognizes the DBE certifications of member agencies under the CUCP. A listing of DBEs certified by the CUCP is available from Caltrans’ Civil Rights Program website:

<http://www.dot.ca.gov/hq/bep>.

10. **Prompt Payment of Withheld Funds to DBE and Non-DBE Subcontractors**: The Contractor shall pay to Subcontractor(s) all monies withheld in retention from the Subcontractor within thirty (30) days from receiving payment from BCAG for work satisfactory completed. Any delay or postponement of payment over 30-days may take

place only for good cause and with BCAG's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient Subcontractor performance or noncompliance by a Subcontractor.

**11. Insurance Coverage:** The prospective contractor shall provide a summary of the firm's insurance coverage for:

- Comprehensive General Liability Insurance
- Professional Errors and Omissions Insurance
- Automotive Liability Insurance, and
- Worker's Compensation Insurance

For additional information regarding insurance requirements, see "Attachment I (Standard Insurance Requirements – (Professional Services))"

**12. Cost.** Proposers are required to complete the **Exhibit "B" Cost Proposal (Itemized) Form**. Comments may be provided to explain or describe each line item. The Proposers shall provide their fixed pricing to include labor categories, rates, supplies, and any subcontractor costs. Pricing shall be for the base and each option year and cover every element/requirement contained in Exhibit A – Proposed Scope of Services. All recurring costs are to be yearly, unless clearly noted in the line item's comments. Identify any assumptions regarding work, services, or equipment to be provided by the BCAG.

The Proposers shall:

a) Complete **Exhibit "B" Cost Proposal (Itemized) Form** that is part of this RFP.

b) Cost proposal shall include back up documentation for the total labor hour proposed (as described above) (i.e. specific labor categories included in proposal, labor category description, number of labor hours, and the labor rate used for each category included in proposal). The Proposers shall also provide back-up documentation for the Sub-Contractor costs. The Proposers shall submit their cost proposal in MS Excel Format. (Exhibit B will be made available for use by prospective Proposers). If additional sheets are necessary, attach and title "Exhibit B – Support Documentation.

*The total estimated cost and hours will be used as one of several criteria for selection and assist BCAG in identifying the contractor expected to provide the best value for the services requested.*

### **VIII. Proposal Submittal Conditions**

One (1) sealed Proposal package marked "ORIGINAL COPY". Within that package there shall be one (1) Original Proposal. The Original Proposal shall contain "ATTACHMENT 4 – ATTACHMENT CHECKLIST" as the first page with all required attachments. All additional three (3) Proposal copies may contain photocopies of the original package only, and must be included in the sealed package marked "ORIGINAL COPY" containing the Original Proposal.

The Proposal shall not exceed fifty (50) single-sided printed pages, excluding cover sheet, table of contents, index sheets and resumes. Double-sided pages will be allowed and counted as two (2) pages. Resumes included with the Proposal shall not exceed one single-sided printed page per person listed in the table of organization. Please submit four (4) copies - One (1) original + three (3) copies of your written Proposal addressed to:

**Butte County Association of Governments  
Butte Regional Operations Center in Chico – B-Line  
326 Huss Drive, Suite 150  
Chico, CA 95928  
Attn: Michael Rosson, Transit Manager**

Submittals must be received by **3:00 PM on June 24, 2016.** ***This is a firm deadline, and no proposals will be accepted after this time.*** All Proposals become the property of BCAG. The Cost of preparing, submitting and presenting a Proposal and participating in an interview are at the sole expense of the Contractor. BCAG has the right to reject any or all of the Proposals received as a result of this request. Solicitation of Proposals in no way obligates BCAG to contract with any firm or individual. The decision to approve and award a contract is at the discretion of the BCAG Board of Directors and resides within the authority granted to the Executive Director to accomplish the execution of any contract.

**1. Modification or Withdrawal of Proposal**

Any Proposal received prior to the date and time specified above for receipt or Proposals may be withdrawn or modified by written request of the Contractor. To be considered, the modification must be received in writing, and the same number of copies as the original Proposal, prior to the date and time specified above for receipt of Proposals.

RFP Addendum: Any changes to the RFP requirements will be made by written addenda by the Project Manager and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation and be forwarded to prospective Contractors. It will be the Contractors responsibility to assure that all addenda are incorporated into the Proposal as required according to all the terms and conditions for submittal of the Proposal.

Verbal Agreement or Conversation: No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of BCAG shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Special Funding Considerations: Any contract resulting from this RFP will be financed with funding from the Federal Transit Administration (FTA). ***In the event the requested service is eliminated or reduced due to lack of funds, BCAG reserves the right to terminate or revise any contract or not enter into an agreement at all.***

Exceptions and Alternatives: Contractors may not, after exhausting protest avenues, take exception or make alterations to any requirement of the RFP. If alternatives or options are proposed, Contractor must clearly identify such. BCAG expressly reserves the right in its sole discretion to consider such alternatives and to award a contract based thereon if determined to be in the best interest of BCAG. Since BCAG desires to enter into one contract to provide all of the intended services, only those Proposals to provide all service will be considered responsive

- 2. Signature:** Only an individual who is authorized to bind the proposing firm contractually shall sign the “Proposal Certification Clauses and Proposal Signature Page”. The signature must indicate the title or position that the individual holds in the firm who is authorized to certify that the Proposal is a firm offer for at least a ninety (90) day period. Submitted Proposals shall be rejected if the Proposal/Contractor Certification Sheet is not signed. (See **VIII. Proposal Submittal Conditions** for more information on Proposal Submittal Requirements)

## IX. Rejection of Proposals

Failure to meet the requirements of this RFP shall be cause for rejection of the proposal. BCAG may reject any proposal if it is conditional, incomplete, contains irregularities or reflects inordinately high cost rates. BCAG may waive immaterial deviations in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the proposer is awarded the contract.

Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive Proposal is one that does not meet the basic Proposal requirements. Failure to meet the submittal requirements of the Proposal shall deem it non-responsive and therefore be cause for rejection.

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Contractor has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Contractor. If there is reason to believe that collusion exists among the Contractors, none of the participants in such collusion will be considered in this or future procurements. The decision to approve and award a contract is at the discretion of the BCAG Board of Directors and resides within the authority granted to the Executive Director to accomplish the execution of any contract.

## X. Proposal Evaluation

Evaluation of the Proposals will be accomplished by a selection committee composed of BCAG's Executive Director, Deputy Director, Transit Planner, and Transit Manager/Project Manager. The selection committee will be reviewing the proposals with the intent of identifying the Best Value selection.

1. The "Best Value" Alternative: The best value approach allows BCAG to closely examine, evaluate and rate contractors on their respective qualifications and performance capabilities and choose the best qualified contractor who offers the best price. BCAG retains the right to choose the low bid –yet is not forced to accept the low bid when it doesn't offer the best value. A contractor whose price is higher than the low bidder may be worth it if its performance record and qualifications are better.
2. Key Evaluation Criteria: Best value will be determined by the selection committee utilizing, yet may not necessarily be limited to the following criteria:

Technical Qualifications  
References  
Management Personnel  
Staffing Capabilities

Project Planning and Implementation  
Quality Control  
System Design  
System Reliability

Following proposal evaluations, a "short list" of qualified contractors may be developed by the committee with up to three Proposers being invited to interview with the BCAG selection committee to explain their relevant experience, approach and methodology. The "short list" will be based on proposal evaluations and other actions and submissions pursuant to this RFP, information provided by former clients for whom similar work has been performed, and consideration of any exceptions taken to the proposed contract terms and conditions. Following the interview process, the BCAG selection committee will rank the interviewed firms. ***The BCAG selection committee may choose to forgo the interview process and begin negotiations with a top ranked Contractor.***

In the event an agreement cannot be successfully negotiated with the top ranked Contractor, the second ranked Contractor will be invited to enter into negotiations. This process will be continued, if required, until a satisfactory agreement can be negotiated.

## **XI. Contract Award**

Upon recommendation from the BCAG selection committee, the Executive Director of BCAG will award the contract to the chosen contractor. The contract is not in force until it is awarded by the Executive Director.

### **1. Award and Protest**

- a) Notice of the proposed award shall be posted at the Butte County Association of Governments, 326 Huss Drive, Suite 150 (Lobby door), and on the following Internet site: [www.bcag.org](http://www.bcag.org) five (5) working days prior to awarding the Agreement.
- b) Contractors have the right to protest the award of Butte County Association of Governments Agreements subject to the following grounds, processes and procedures.

1. If any Contractor, prior to the award of Contract, files a protest with the BCAG, it is suggested that any protests be by certified or registered mail to:

**Butte County Association of Governments (BCAG)  
Butte Regional Operations Center in Chico (B-Line)  
Attn: Michael Rosson  
326 Huss Drive, Suite 150  
Chico, CA 95928-8441**

2. Within five (5) days after filing the initial protest, the protesting Contractor shall file with BCAG a full and complete written statement specifying the grounds for the protest. It is suggested that complete written statements be submitted by certified or registered mail.
3. Upon award of the Contract, the Contractor must complete and submit to BCAG the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the State.

Non-Exclusivity of Contract: It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for the requested service into which BCAG may enter. The Contractor has no exclusive right granted per this contract.

## **XII. Contact Person**

All questions concerning this Request for Proposal (RFP) may be directed to Michael Rosson, Transit Manager of the Butte County Association of Governments (BCAG) via email [mrosson@bcag.org](mailto:mrosson@bcag.org) or via phone (530) 809-4616.

## ATTACHMENT 4 – ATTACHMENT CHECKLIST

A complete Proposal package will consist of the items identified below. Complete this checklist to confirm the items in your Proposal. Place a check mark or “X” next to each item that you are submitting to BCAG. All Forms identified below are applicable to this RFP and must be returned, as instructed, for your Proposal to be responsive. **Return this checklist with your Proposal package.**

### **Proposal and Forms**

**NOTE:** This Checklist with the following must be included with the Proposal Package:

- Proposal as stated in this RFP including “Exhibit A – Proposed Scope of Work” and “Exhibit B – Cost Proposal (Itemized) Form”
- Form 1 - Lobbying Certification (Fill in, Sign and Date)
- Form 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (Date, Signature Company and Title)
- Form 3 - Equal Employment Opportunity Certification (Fill in and Sign at Bottom)
- Form 4 - Acknowledgement of Receipt of Addenda
- Form 5 - List of Proposed Subcontractors (Fill out or DNA)
- Form 6 – Public Contract Code Section 10162 Questionnaire (Yes or No)
- Form 7 - BCAG – Non-Collusion Affidavit (Signature at Bottom)
- Form 8 - Public Contract Code Section 10285.1 Statement (Signature at Bottom)
- Form 9 - Proposer Certification Clauses and Proposal Signature Page. (Must be filled out, dated and signed)
- Form 10 – Local Agency Proposer/Bidder DBE – (Contractor Contracts) Information. (Must be filled out as indicated)

Note: All attachments above stating “Consultant” shall also mean “Contractor” for the purposes of the RFP solicitation.

# EXHIBIT A

## SCOPE OF WORK

### SECTION "A" SPECIAL CONDITIONS

1. **BACKGROUND:**

The Butte County Association of Governments (BCAG) is formed by a Joint Powers Agreement (JPA) between the County of Butte and the incorporated cities of Chico, Gridley, Biggs, Oroville and the Town of Paradise. BCAG is the state designated Regional Transportation Planning Agency (RTPA) and the federally designated Metropolitan Planning Organization for Butte County.

In addition, BCAG's JPA gives responsibility to BCAG for the administration and operation of the region's consolidated public transit service. The BCAG Board of Directors is the policy-making authority for transit decisions. The consolidation of the region's transit systems was the result of a multi-year planning effort by the cities, town, county and BCAG staff. Butte Regional Transit or B-Line provides fixed route and Paratransit services to the cities, town and the county. B-Line service began in July 2005.

The BCAG Board of Directors is responsible for all policy decisions under the authority of BCAG, as the Policy Board for Butte Regional Transit. Transit policy decisions require a super majority vote of the Board, seven (7) of the ten (10) Board members. The Policy Board reviews and makes decisions based upon the recommendations presented by the Transit Administrative Oversight Committee and BCAG staff.

2. **EFFECTIVE DATE OF COVERAGE:**

The effective date of coverage is to be for a period of \_\_\_\_\_ and is renewable for \_\_\_\_\_ as a \_\_\_\_\_ increments at the mutual consent of both parties. BCAG is scheduling this contract to begin on: \_\_\_\_\_ to \_\_\_\_\_.

3. **LOCATION AND SCHEDULE OF SERVICES:**

Services required under this contract shall be performed at:

- A. Butte County Association of Governments (BCAG)  
326 Huss Drive, Suite 150 – Chico, CA 95928**

### SECTION "B" SPECIFICATIONS

A. **SCOPE:**

It is the intent of this 'Scope of Work' that the qualified CONTRACTOR to provide Butte County Association of Governments (BCAG) with delivery of a real time passenger information system (Mobile App), who are in full compliance and duly current with state and federal requirements.

B. **CONTRACTOR'S RESPONSIBILITIES:**

**Public website**

- Users shall have the ability to view only routes that are of interest to them.
- System should provide arrival estimates to give riders more detail about anticipated vehicle arrival times.



- Users shall have the System remember chosen routes from past times they have loaded the website.
- Vendor shall design a banner that uses customer-supplied logos/graphics to clearly identify customer's transit system and a web address that is easy to market to riders.
- System shall continuously update the web page (whenever a new estimated time of arrival (ETA) is determined, bus is added/removed, etc.), without the user being required to refresh the webpage.

### **Mobile Phone Access**

- System should allow riders to access arrival estimates via SMS text messaging (particularly for phones that may not have smartphone & web capability).
- For phones with GPS capability, System should provide geo-location features to allow riders to identify location on map.

### **Smartphone Access**

- For smartphones (iPhone, and Android), System should provide interface that shows steady vehicle movement without reloading.
- For smartphones with GPS capability, System should provide geo-location features to allow riders to identify location on map.
- System should provide a free-to-download native iPhone application.
- System should provide a free-to-download native Android application.
- Shall provide an optional notification platform. This should work without the rider opening the app.
- System should allow riders to set automatic notifications when their vehicle is predicted to arrive in a pre-determined amount of time.

### **Public Vehicle Location Displays**

- System shall provide the ability for Customer to use new or existing flat screen monitors to display a version of the System that requires no user interaction (for example, an LCD screen in a building lobby).
- Vendor shall be responsible for ensuring that all maps, routes, and information properly display and automatically refreshes on LCD screens at all times.
- The display shall include route name and the ability to differentiate routes by design or color.
- The display shall include the ability to identify a specific vehicle and its associated route.

## **1. Management Components**

### **Management Software Requirements**

- System shall provide real-time graphical displays of vehicle location using map interface.
- System shall provide a management interface to allow assignment of buses to routes by dispatchers.
- Interface should be intuitive and simple to use.
- System shall allow announcements to be posted immediately or in advance for posting at pre-defined time. System shall also allow announcements to be removed automatically at a pre-defined time in the future.
- System should allow for announcements to be published to specific routes and the system as a whole.
- System shall provide historical playback of vehicle locations.
- System shall clearly visualize aggregated origin and destination data.

- System shall allow for specific trip pairs to be clearly identified.
- All back-end administrative tools and functions shall be available on cloud based web portal.
- Solution must be 100% cloud based so that login will be able to take place via a web portal at any time of the day.
- New accounts for login to the system must be able to be created instantaneously upon request. There should be at least three options for account privileges (dispatcher, viewer, admin, etc...)
- Certain management functions (e.g. assigning buses, activating routes) shall be allowed from internet-enabled smartphones.

### **Planning Requirements**

- Communicate with riders at the route & stop level.
- Push survey questions to riders and aggregate responses.
- View any stop in the system as either an origination or a destination.
- Select any stop and see the top trips that originated at the selected stop.
- Select any stop and see the top trips that ended at the selected stop.
- Isolate an individual trip and see the number of people who made that trip.
- For an origination stop, view where people who used this stop started their journey.
- For a destination stop, view where people who got off the bus went to complete their journey.
- View both the number of trips and unique riders to originate from or arrive at a specific region.
- View the usage of all origin stops in the system by proportional visualization
- View the usage of all destination stops in the system by proportional visualization
- Quickly reverse top origins to top destinations, and vice versa

### **Reports**

- System shall provide web-based reports that allow customer to run transit system more efficiently. Desired reports include:
  - On-Time Performance
  - Headway Report
  - Ability to see all of a particular vehicle's arrivals and departures for the day
- Reports shall allow for time based comparison (e.g. last week vs. this week) and historical reporting.
- Reports shall be exportable to standard Microsoft document format (Excel)

# EXHIBIT B

## Cost Proposal (Itemized) Form

Exhibit "B" - Cost Proposal (Itemized) Form							
Offeror's Name and Address:		BCAG Solicitation Document #: _____			Page No. ____ of ____		
		Division or Location Where Work is to be Performed:			Point of Contact and Telephone #:		
Task #	Task Description	Proposed Annual Deliverable Costs / Interim Payments <sup>2</sup>					Total Project Costs
		1	2	3	4	5	
1	Assessment of BCAG/BRT Environment, Planning, and Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Configuration and Implementation of Proposed Solution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Testing, Training, and Documentation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Technical Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub-total for Services</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
On-site and Off-site Hardware, including 3 years support and maintenance (provide detailed itemized list)							\$ -
On-site and Off-site Software, including 1-year licensing and maintenance (provided detailed itemized list)							\$ -
							\$ -
<b>Total Cost Proposal Amount</b>							<b>\$ -</b>
(4) 1-year leasing fees for off-site co-location facility and services							\$ -
(2) 1-Year License Renewals, Maintenance & Support Costs for Hardware							\$ -
(4) 1-Year License Renewals, Maintenance & Support Costs for Software							\$ -
							\$ -
<b>Total 5-Year Investment Cost</b>							<b>\$ -</b>

1. All costs necessary for planning, procuring, configuring and deploying the proposed solution must be identified. Costs shall include all services, deliverables, and expenses.
2. Service fees shall be allocated by the project tasks and should be attributed to the deliverables that are specified in the RFP and included with the respondents detailed work plan. Insert columns as needed for additional deliverable(s).
3. To assess the total proposed solution investment cost for a 5-year period, cost proposals should also include annual facility leasing and service fees, and software renewal support and maintenance license costs for an additional 4-year period; and an additional two (2) years of support and maintenance for all hardware

**Notes**

It may not be convenient for the Proposer to populate all fields of the above table. There may be some items that are better presented as combined items. There may also be some items not shown above that are significant portions of work and may be defined in additional documentation. In all cases explain any items that are not clearly presented or defined in the table above or require clear explanation. The Butte County Association of Governments will utilize the costs together with the proposed program to determine which proposal best suits our needs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**Form 1**

**LOBBYING CERTIFICATION**

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CONTRACTOR'S Authorized Official

\_\_\_\_\_  
Name and Title of CONTRACTOR'S Authorized Official

Date \_\_\_\_\_

**Form 2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY  
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION**

**Instructions for Certification**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BCAG may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to BCAG if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact BCAG for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by BCAG.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, BCAG may pursue available remedies including suspension and/or debarment.

**Form 2 (continued)**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Form 3**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The proposer \_\_\_\_\_, proposed sub-contractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, he has filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by proposers and proposed sub-contractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposers and proposed sub-contractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.07(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The above certification is part of the Proposal. Sign below to acknowledge understanding.

**Proposer Signature:** \_\_\_\_\_

**Form 4**

**Acknowledgement of Receipt of Addenda**

I hereby certify that I have read, understand, certify the truthfulness of the required statements of the Solicitation, and acknowledge receipt of the following Addenda issued during the advertisement period for this Solicitation.

Addendum #	Dated	Signature/Title

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



# Form 5

The Proposer shall list the name and address of each proposed subcontractor, to whom the Proposer expects to subcontract portions of the work. **(If no Subcontracts are proposed please indicate by entering “DNA” (Does Not Apply))**

## LIST OF PROPOSED SUBCONTRACTORS

Name and Address	Description of portion of work subcontracted

**Form 6**

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE  
(Must Check Yes or No)**

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of the law or a safety regulation?

Yes\_\_\_\_\_

No\_\_\_\_\_

If the answer is Yes, explain the circumstances in the following space.

**Form 7**

**BUTTE COUNTY ASSOCIATION OF GOVERNMENTS**  
**NON-COLLUSION AFFIDAVIT**

**(Title 23, United States Code Section 112 and Public Contract Code 7106)**

In conformance with **Title 23, United States Code, Section 112 and Public Contract Code 7106**, the proposer declares that the proposal is not made in the interest of or on behalf of, an undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded or conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with **Public Contract Code Section 10232**, the proposer, hereby states under penalty of perjury, that no more than one final appealable finding of contempt of court by a federal court has been issued against the proposer within the immediately preceding two-year period because of the proposer's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The Equal Employment Opportunity Certification (Form 1), the above statement, the Questionnaire (Form 3) and this, this statement and Non-Collusion Affidavit are part of the proposal.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution. The above certification is part of the Proposal. Sign below to acknowledge understanding.

**Proposer Signature:** \_\_\_\_\_

**Form 8**

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that the proposer has\_\_\_ , has not \_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the proposing upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The proposer must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution. Sign below to acknowledge understanding.

**Proposer Signature:** \_\_\_\_\_

## Form 9

### Proposer Certification Clauses and Proposal Signature

#### PROPOSER CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs;
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future BCAG agreements if BCAG determines that any of the following has occurred: (1) the Contractor has made a false certification or has violated the certification by failing to carry out the requirements as noted above (GC 8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

## DOING BUSINESS WITH BCAG

The following laws apply to persons or entities doing business in the State of California.

1. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
2. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
3. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor 's name as listed on this Agreement. Upon receipt of legal documentation of the name change BCAG will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
4. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to BCAG are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

*By my signature on this proposal I certify, under penalty of perjury under the laws of the state of California that the included questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California administrative Code). By my signature on this proposal I Further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 code of Federal Regulations, Part 29 Debarment and Suspension certification are true and correct. (Forms 1-8)*

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct and that I am duly authorized to legally bind the prospective Proposer to the clauses listed above. This certification is made under the laws of the State of California. **The undersigned is duly authorized to certify that the contents of the technical proposal are true and accurate and the commitment to perform the requested services is certified for a 90-day period.**

<i>Proposer Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

*NOTE - If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation: if Proposer is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership: and if Proposer is an individual, his signature shall be placed above. If signature is by an agent other than of an officer of a corporation or a member of a partnership, a power of attorney must be on file with BCAG prior to opening proposals or submitted with the proposal; otherwise, the proposal will be discarded as irregular and unauthorized.*

**Form 10**

**Local Agency Proposer/Bidder-DBE (Contractor Contracts)-Information**

This information shall be provided by the successful Proposer/Bidder with the award document.

- Preliminary Engr.  
  Studies  
  Environmental Document  
  Prelim Design  
  Professional Services  
 Final Design Right of Way  
  Right of Way Engineering  
  Right of Way Utility Relocation  
 Construction  
  Construction Engineering  
 Facility Maintenance and Management

AGENCY: **Butte County Association of Governments**      LOCATION: **Chico, Butte County**  
 PROJECT DESCRIPTION: **Butte Regional Transit Operations Center**  
 BCAG Work Element Number:  
 FEDERAL-AID PROJECT NUMBER:  
 TOTAL CONTRACT AMOUNT: \$ *To be determined.*  
 FEDERAL SHARE (For local agency to complete): \$ *To be determined*  
 PROPOSAL/BID DATE:  
 PROPOSER'S/BIDDER'S NAME: \_\_\_\_\_

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs <sup>1</sup> (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are helpful. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and the Special Provisions. 1. Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own DBE forces. 2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.			Total Claimed Participation \$ _____ _____%	Signature of Proposer/Bidder _____ Date _____ (Area Code) Tel. No. _____ Person to Contact _____ (Please Type or Print)

CT Bidder - DBE Information (Rev 4/28/06)



## Form 10

### INSTRUCTIONS - LOCAL AGENCY PROPOSER/BIDDER-DBE (CONTRACTOR CONTRACTS) INFORMATION FORM *(Revised 10/05)*

The form requires specific information regarding the contractor contract: Agency, Location, Project Descriptions, Contract Number (assigned by local agency), Federal Aid Project Number (if available and required and as assigned by Local Agency or FTA), Total Dollar Contract Amount, Proposal/Bid Date, and **Proposer's/Bidder's Name.**

**The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (include DBE address and phone number).**

**There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your proposal/bid pursuant to the Contract Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.)**

**Form 9 - must be signed and dated by the person proposing/bidding. At a minimum this form must be returned and is a required element prior to any contract award. Also list a phone number in the space provided and print the name of the person to contact.**

Note: If no DBE participation is to be claimed or is unknown at the time of proposal submittal, indicate this in the box titled "Total Claimed participation" as either "0" for no participation claimed or "UK" for unknown at this time.

**Reference Information not required with submittal**

Service Map

Criteria for Evaluation of Proposal

Butte Regional Transit/B-Line System Profile-Summary

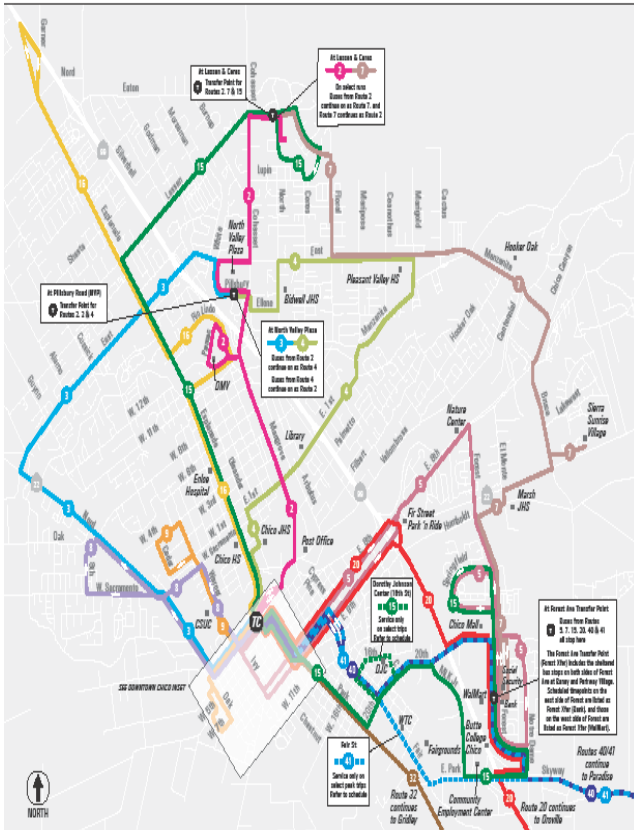
Butte Regional Transit/B-Line Fare Structure & Pricing Table

Exhibit 10-I Notice to Bidders/Proposers Disadvantaged Business Enterprise Information

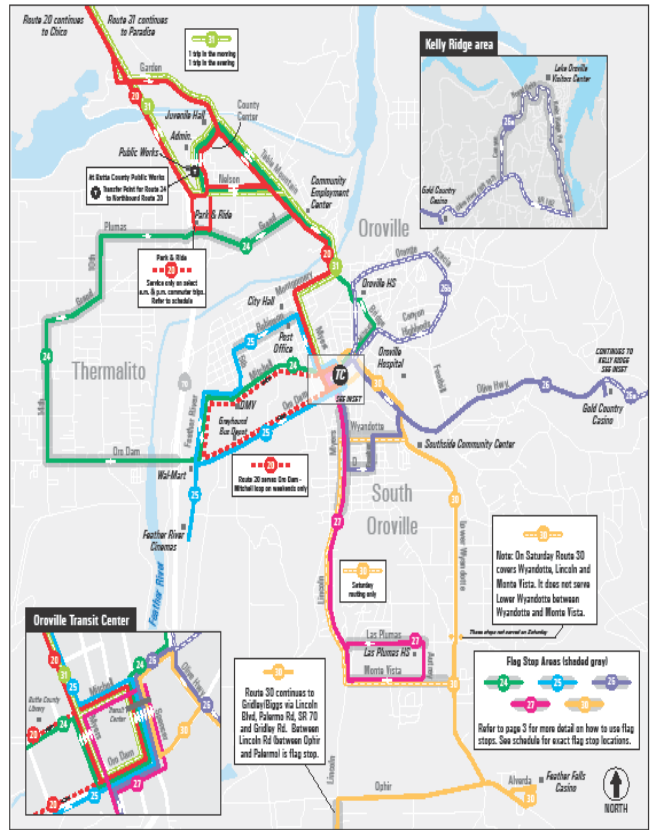
Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation

Attachment I – Standard Insurance Requirements for Professional Services Contract

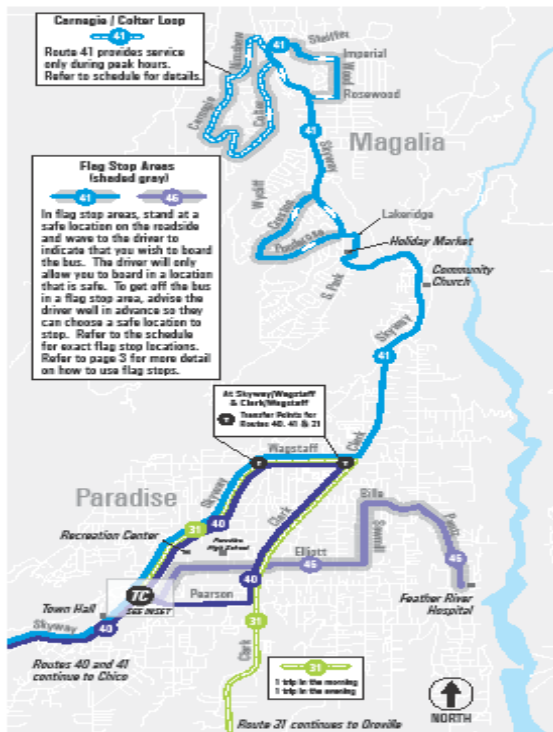
# Service Map



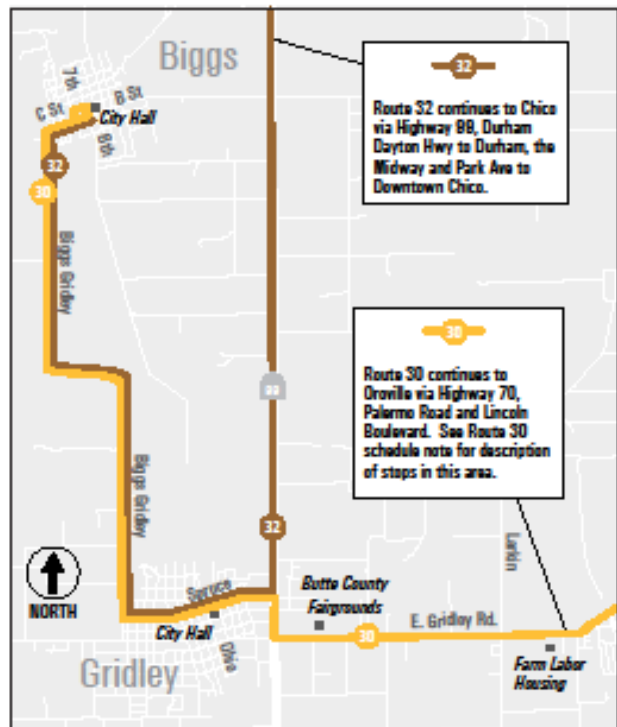
CHICO



OROVILLE



PARADISE - MAGALIA



BIGGS - GRIDLEY

**Criteria for Evaluation of Proposal**

<b>Proposal Evaluation</b>	<b>Maximum Possible Score</b>	<b>Score</b>
<b>I. Introductory Letter and Location of Work</b>	<b>5</b>	
<b>II. Personnel (6) Qualifications (10) Experience (10) Staffing Capabilities (6) References (3)</b>	<b>35</b>	
<b>III. Project Planning and Implementation</b>	<b>20</b>	
<b>IV. Schedule</b>	<b>5</b>	
<b>V. Quality Control</b>	<b>5</b>	
<b>VI. System Design</b>	<b>10</b>	
<b>VII. System Reliability</b>	<b>10</b>	
<b>VII. Cost</b>	<b>10</b>	
<b>TOTAL POSSIBLE</b>	<b>100</b>	
<b>TOTAL ACTUAL</b>		
<b>TOTAL PERCENT</b>		

## Butte Regional Transit/B-Line System Profile-Summary

<b>Route</b>	<b>Hours of Operation</b>	<b>Fleet Requirement</b>	<b>Peak Hour Headway</b>
<b>Intercity Routes</b>			
Route 20 Chico – Oroville	Monday – Friday 5:50 AM – 8:00 PM Saturday/Sunday 7:50 AM – 6:00 PM	3	M-F: 60 min. Sat/Sun: 120 min.
Route 30 Oroville – Gridley – Biggs	Monday – Friday 7:45 AM – 4:50 PM Saturday 8:47 AM – 5:00 PM	1	M-F: 240 min. Sat: 120 min.
Route 31 Paradise – Oroville	Monday – Friday One round-trip: 6:45 AM – 7:33 AM and 5:05 PM – 5:56 PM	0*	M-F: One round-trip
Route 32 Gridley – Chico	Monday – Friday One round-trip: 6:40 AM – 7:40 AM and 5:20 PM – 6:20 PM	1	M-F: One round-trip
Route 40 Paradise – Chico	Monday – Friday 6:00 AM – 7:26 PM Saturday 7:50 AM – 7:03 PM Sunday 9:50 AM – 6:00 PM	3	M-F: 120 min. Sat/Sun: 120 min.
Route 41 Paradise Pines – Chico	Monday – Friday 5:50 AM – 6:53 PM Saturday 9:45 AM – 6:03 PM	1	M-F: 120 min. Sat: three trips in Magalia loop only
Route	Hours of Operation	Fleet Requirement	Peak Hour Headway
<b>Local Chico Routes</b>			
Route 2 Mangrove**	Monday – Friday 6:15 AM – 8:34 PM Saturday 8:15 AM – 7:00 PM	2	M-F: 60 min. Sat: 60 min.
Route 3 Nord/East**	Monday – Friday 6:18 AM – 9:00 PM Saturday 8:50 AM – 7:00 PM	2	M-F: 30 min. Sat: 60 min.
Route 4 First/East**	Monday – Friday 6:15 AM – 9:00 PM Saturday 8:50 AM – 7:00 PM	2	M-F: 30 min. Sat: 60 min.
Route 5 E. 8 <sup>th</sup> Street	Monday – Friday 6:15 AM – 8:34 PM Saturday 8:15 AM – 7:00 PM	2	M-F: 30 min. Sat: 60 min.
Route 7 Courthouse/East**	Monday – Friday 6:45 AM – 5:30 PM	1	M-F: 60 min.
Route 8 Nord**	Monday – Thursday 7:34 AM – 9:34 PM	1	M-F: 30 min.

	Friday 7:34 AM – 4:04 PM		
Route 9 Oak/Warner/Cedar**	Monday – Thursday 7:33 AM – 10:01 PM Friday 7:33 AM – 4:01 PM	1	M-F: 30 min.
Route 14 Park/Forest/MLK	Monday – Friday 6:18 AM – 9:45 PM Saturday 7:50 AM – 6:45 PM	3	M-F: 20 min. Sat: 30 min.
Route 15 Esplanade/Lassen	Monday – Friday 6:15 AM – 9:34 PM Saturday 7:50 AM – 6:34 PM	3	M-F: 20 min. Sat: 30 min.
Route 16 Esplanade/SR99	Monday – Friday 6:55 AM – 6:55 PM Saturday 7:55 AM – 5:55 PM	2	M-F: 60 min. Sat: 60 min.
Route 17 Park/MLK/Forest	Monday – Friday 7:30 AM – 6:05 PM Saturday 8:30 AM – 6:05 PM	2	M-F: 20 min. Sat: 30 min.
<b>Local Oroville/Paradise Routes</b>			
24 Thermalito *Interlined with 27	Monday – Friday 6:34 AM – 7:30 PM	0.5	M-F: 60 min.
25 Oro Dam *Interlined with 26	Monday – Friday 6:12 AM – 6:50 PM	0.5	M-F: 60 min.
26 Olive Highway *Interlined with 25	Monday – Friday 6:33 AM – 6:21 PM	0.5	M-F: 60 min.
27 South Oroville *Interlined with 24	Monday – Friday 7:10 AM – 6:50 PM	0.5	M-F: 60 min.

\* Route 31 is through-routed with Route 30 and therefore does not require an extra vehicle.

\*\* Routes 2, 3, 4 and 7 are all through-routed with each other at various times. Routes 8 and 9 are through-routed with each other.

Route	Estimated Annual Vehicle Service Hours
<b>Intercity Routes</b>	
20 Chico – Oroville	7,400
30 Oroville – Gridley – Biggs	1,671
31 Paradise – Oroville	475
32 Gridley – Chico	514
40 Paradise – Chico	5,256
41 Paradise Pines – Chico	4,041
<b>Intercity Subtotal</b>	<b>19,357</b>
<b>Local Chico Routes</b>	
2 Mangrove	4,420
3 & 4 Nord/East-First/East	9,557
5 E. 8 <sup>th</sup> Street	5,250
7 Bruce/Manzanita	1,863
8 & 9 Nord – Warner/Oak	3,435
9C Warner/Oak (Non-Student Shuttle)	407
14 & 17 Park/MLK/Forest	9,599

15 & 16 Esplanade/Lassen/SR 99	10,028
<b>Local Chico Routes Subtotal</b>	<b>44,560</b>
<b>Local Oroville Routes</b>	
24 & 27 Thermalito & Las Plumas	2,981
25 & 26 Central Oroville & Kelly Ridge	2,891
<b>Local Oroville Routes Subtotal</b>	<b>5,872</b>
<b>TOTAL Estimated Fixed Route Annual Vehicle Service Hours</b>	<b>69,789</b>

**Butte Regional Transit/B-Line Fare Structure & Pricing Table**

<b>Fare Structure &amp; Pricing</b>		
<b>CASH</b>	<b>LOCAL SERVICE</b>	<b>REGIONAL SERVICE</b>
Regular	\$ 1.50	\$ 2.00
Discount *	\$ 0.75	\$ 1.00
Youth (6-18)	\$ 1.00	\$ 1.50
Child (under 6)	2 free **	2 free **
<b>2-RIDE PASS</b>	<b>LOCAL SERVICE</b>	<b>REGIONAL SERVICE</b>
Regular	\$ 3.00	\$ 4.00
Discount *	\$ 1.50	\$ 2.00
Youth (6-18)	\$ 2.00	\$ 3.00
<b>10-RIDE PASS</b>	<b>LOCAL SERVICE</b>	<b>REGIONAL SERVICE</b>
Regular	\$ 13.50	\$ 18.00
Discount *	\$ 6.75	\$ 9.00
Youth (6-18)	\$ 9.00	\$ 13.00
<b>30-DAY PASS</b>	<b>LOCAL SERVICE</b>	<b>REGIONAL SERVICE</b>
Regular	\$ 37.50	\$ 48.00
Discount *	\$ 19.00	\$ 25.00
Youth (6-18)	\$ 25.00	\$ 34.00
<b>ALL-DAY PASS</b>	<b>LOCAL SERVICE</b>	<b>REGIONAL SERVICE</b>
For \$4.00 an All Day Pass can be purchased directly from the bus driver for unlimited access to the entire system for the day.		
SMART CARD – Smart Cards are available for purchase at the B-Line Administrative Office and the Downtown Chico Transit Center.		
TRANSFERS – Local transfers are valid for 1 hour from the time issued. Regional transfers are valid for 2 hours. Using a Local transfer on a Regional route requires an additional \$0.50 fare (\$0.25 for discount fare).		
* Discount fares apply to Seniors (65 or older with proof of age), disabled and those with a valid Medicare card.		
** Two children ride free with each paying adult.		



## Notice to Bidders/Proposers Disadvantaged Business Enterprise Information

### NOTICE TO PROPOSERS/BIDDERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

(Note: Portions of Exhibit 10-I may not apply for all agreements dependent upon scope of services required)

#### 1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “bidder” also means “proposer” or “offerer.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

#### 2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

#### 3. SUBMISSION OF DBE INFORMATION

A “Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

#### 4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.

- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

Click on the link in the left menu titled Find a Certified Firm

Click on Query Form link, located in the first sentence

Click on Certified DBE's (UCP) located on the first line in the center of the page

Click on Click To Access DBE Query Form

Searches can be performed by one or more criteria

Follow instructions on the screen

“Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

- C. How to Obtain a List of Certified DBEs without Internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

## 6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBEs MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

### STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

(Note: Portions of Exhibit 10-J may not apply for all agreements dependent upon scope of services required)

#### 1. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

#### 2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the 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 the recipient deems appropriate.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

#### 3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

#### **4. Prompt Payment of Funds Withheld to Subcontractors**

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

#### **5. DBE Records**

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.
  - 1) Prior to the fifteenth of each month (or as determined by the Agency), the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.
  - 2) The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans' Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

## 6. DBE Certification and De-Certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

### **When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:**

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## Attachment I

### STANDARD INSURANCE REQUIREMENTS – (Professional Services)

Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's business, the premises and all activities or services in the performance of this Agreement. Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified generally as follows:

#### A. MINIMUM SCOPE OF INSURANCE

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1001).
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 1001 covering "any auto".
- 3.) Workers' Compensation Insurance as required by the Labor Code and Employers Liability Insurance.
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. **(If not contracting for professional services, delete this paragraph.)**

#### B. MINIMUM LIMITS OF INSURANCE

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury, premises-operations, products, completed operations, blanket contractual, independent contractor's liability and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The Contractor or Contractor's insurance carrier shall notify BCAG if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord Form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Full Worker's Compensation covering all employees of Contractor as required by law in the State of California, and Employers' Liability Coverage with policy limits of at least \$1,000,000. Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and it certifies that it will comply with such provisions before commencing the performance of the work of this contract. A copy of the certificates evidencing such insurance shall be provided to BCAG prior to commencement of work.
- 4.) **Professional Liability Insurance (If not contracting for professional services, delete this paragraph):** Professional liability insurance covering professional services shall be provided in an

amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

**5.) Certificate of Insurance and Additional Insured:** Contractor shall furnish to BCAG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to BCAG, substantiating the required coverages and limits set forth above. BCAG shall be listed as additional insured on all of the above insurance policies, except, for Worker's Compensation and Employer's Liability. BCAG, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Contractor.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS:** Any deductibles or self-insured retentions in excess of \$5,000 must be declared on certificates of insurance and approved by BCAG.

**D. OTHER INSURANCE PROVISIONS**

**1. General liability insurance policies shall be endorsed to state:**

- a.) BCAG, its officers, officials, employees, agents and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to BCAG, its officers, officials, employees or volunteers. Auto coverage as provided by unendorsed CA 0001 1001.
- b.) Contractor's insurance coverage shall be primary insurance, except for auto, as respects BCAG, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by BCAG, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**E. ACCEPTABILITY OF INSURANCE CARRIERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the Contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**F. VERIFICATION OF COVERAGE.**

Upon request by BCAG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said certificates of insurance and endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy. All certificates of insurance and endorsements are to be received and approved by BCAG before work under the contract has begun. BCAG reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to BCAG written notice 30 days before any of the insurance policies described herein are cancelled.



Contractor agrees to notify BCAG within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**G. CONTRACTORS RESPONSIBILITY**

Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude BCAG from taking other actions available to it, including but not limited to, actions pursuant to Contractor's indemnity obligations.

**H. SUBCONTRACTORS**

Contractor shall include all sub-Contractors as insured under its policies or require all subcontractors to be insured under their own policies. If sub-Contractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the BCAG certificates of insurance and endorsements before beginning work under this contract.