



REQUEST FOR PROPOSALS

FOR

ZERO EMISSION FLEET CONVERSION PLAN

July 17, 2023
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448

Section 1 – Request for Proposal for Zero Emission Fleet Conversion Plan (ZEFCP)

The project will perform the stakeholder and public engagement and the operational and financial analysis necessary to facilitate Tahoe Transportation District’s (TTD) successful transition to a zero emission fleet by 2040. The project will include extensive public and stakeholder engagement, including collaboration with NV Energy, Liberty Utilities, and agency partners across jurisdictional boundaries to create a ZEFCP that is supported by the diverse communities TTD serves, as well as TTD’s regional agency partners and local utilities.

Section 2 – Description of TTD

TTD is a bi-state, special purpose transportation district with jurisdiction to implement transportation projects in and around the Lake Tahoe basin. TTD is governed by a fourteen member Board of Directors made up of local jurisdictions, private transportation management associations, California and Nevada governor’s and Tahoe Regional Planning Agency’s (TRPA) appointees, an at-large member, and two state DOT agencies.

TTD provides both intra- and interregional connectivity that is vital to the region. TTD operates a coordinated transit system for the South Shore of Lake Tahoe and connects to other areas in the region. South Shore area services include local fixed route serving South Lake Tahoe, California, and Stateline, Nevada, along with commuter service which connects South Lake Tahoe, California to Carson City, Nevada via the rural Nevada communities of Minden and Gardnerville. TTD provides supplemental summer service (East Shore Express), a transit link between Incline Village and Sand Harbor State Park.

Section 3 – Procurement Schedule

The following is the timeline for the procurement process:

Date:	Activity:
July 17, 2023	Request for Proposals Issued
July 28, 2023, by 3:00 p.m.	Deadline for Submitting Questions
August 1, 2023	Response to Questions Posted
August 11, 2023, by 3:00 p.m.	Deadline for Submittals
August 15, 2023	Interviews (if held)
August 22, 2023	Evaluations Completed
August 30, 2023	Notice of Intent to Award Contract
October 4, 2023	TTD Board Approval (if necessary)

**All dates are subject to change at the discretion of the District.

Section 4 – Proposal Requirements

Form of Proposals:

Interested entities are to provide TTD with a thorough Proposal using the following guidelines. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. The following Proposal sections are to be included in the Proposer’s response:

- 1) Cover Letter:** A cover letter, not to exceed three pages in length, and include:
 - a. Name, address and telephone number of the firm's contact person; and signed by the chief executive officer, owner, or chair of the firm.
 - b. A company profile including the proposer’s name, business address, and telephone number, as well as a brief description of the proposer’s size (nationally and locally), date of establishment, type of organization, and local organizational structure.
 - c. A summary of the proposal.
 - d. Statement of acknowledgement of having received all addenda, if any are issued.
 - e. Whether or not the firm is a certified DBE or Small Business Enterprise.
 - f. Age of the firm.
 - g. If the annual gross receipts of the firm are less than \$1 million, less than \$5 million, less than \$10 million, or less than \$15 million.
 - h. Specifically indicate any requirements in this RFP which are not acceptable or cannot be performed.
 - i. Discuss project understanding, approach to the Scope of Work, communications with TTD during the project, and identify assigned staff.
 - j. Specifically indicate any provisions in the form of the agreement (Attachment C), including insurance and indemnification provisions, which are not acceptable and propose any alternative language or terms.
 - k. Provide a signed copy of the Certification Regarding Debarment, Suspension, and other Responsibility Matters (Attachment D).
 - l. Provide three (3) references for current clients from the last two (2) years.
 - m. Provide a statement which discloses any past on-going or potential conflicts of interest that the firm may have because of providing the goods and services.

- 2) Background and Project Summary Section:** The background and project summary section should describe the firm’s understanding of TTD, the work to be done, and the objectives to be accomplished. Refer to **Attachment A, Scope of Work**, of this RFP.

- 3) Company Experience and Capabilities:**
 - a. Identify the years of experience the firm and the principals who will be assigned to work with TTD have in providing project manager services for governmental agencies. Please indicate years of experience both on a firm and individual basis.
 - b. Briefly discuss and provide examples that illustrate the firm’s resources, commitment and demonstrated ability to complete all components of all projects in a timely manner, including but not limited to, attending meetings, advising staff on matters specific to the scope of service, preparing and presenting reports to TTD staff and the Board of Directors, and assist with due diligence and disclosure processes relevant to the scope of services.

- **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The methodology section should include:
 - a. An implementation plan that describes in detail the methods, including controls by which the firm or entity manages projects of the type sought by this RFP, methodology for soliciting and documenting views of internal and external stakeholders, and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 - b. Detailed description of efforts the firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work.
 - c. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and the overall time of completion, including a complete transition plan.
 - d. Detailed description of specific tasks that will be required from TTD. Explain what the respective roles of TTD staff and the firm's staff would be to complete the tasks specified in the Scope of Work.
 - e. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations, or increased performance capabilities.

- **Staffing:** Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service for everyone. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the contractor must submit names and qualifications, including information listed above to TTD for approval before they begin work.

- **Qualifications:** The information requested in this section should describe the qualifications of the entity, key staff and sub-contractors performing projects within the past three years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 - a. Names of key staff that participated in named projects and their specific responsibilities with respect to the scope of work.
 - b. A summary of your entity's demonstrated capability, including length of time the firm has provided the services being requested in this RFP.

- **Cost Proposal:** All Proposers are required to use **Attachment B, Cost Proposal** to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated.

- **Disclosure:** Please disclose all past or current business and personal relationships with any current TTD elected official, appointed official, TTD employee, or family member of any current TTD elected official, appointed official, or TTD employee.

Section 5 – Process for Submitting Proposals

- **Delivery of Proposals:** Proposals must be submitted to TTD no later than 3:00 p.m. (PST) on August 11, 2023. Proposers must transmit one (1) portable document format (PDF) version of its proposal to jallen@tahoetransportation.org or submit the required PDF on a USB flash drive to Tahoe Transportation District, Attn: Judi Allen, in person or overnight mail to 128 Market Street, Suite 3F, Stateline, NV 89449 or via regular mail to PO Box 499, Zephyr Cove, Nevada 89448. It is the proposer’s responsibility to confirm receipt ahead of submission deadline. Please title the e-mail or mark the envelope as “TTD Zero Emission Fleet Conversion Plan Proposal.”
- **Proposal Preparation Costs:** Issuance of this RFP does not commit TTD, in any way, to pay any costs incurred in the preparation and submission of a proposal. TTD will not reimburse responding firms, including the selected firm, for any expenses incurred in preparing or submitting proposals. All costs related to the preparation and submission of a proposal shall be paid by the respondent.
- **Changes, Additions or Clarifications:** Any changes, additions or clarifications to the RFP will be made by amendments (addenda). Any additional supporting materials and addenda will be posted on TTD’s website, <https://www.tahoetransportation.org/procurements/>.

Requests for clarifications about this RFP may be submitted at any time before 3:00 p.m. PST on July 28, 2023. Questions and/or requests for clarifications may be submitted in writing via e-mail to: Judi Allen, Executive Assistant, jallen@tahoetransportation.org.

Responses will be posted on August 1, 2023, on TTD’s website:
<https://www.tahoetransportation.org/procurements/>

This RFP does not commit TTD to award a contract. TTD reserves the right to accept or reject any or all proposals. No proposal shall be binding upon TTD until after a contract is executed by duly authorized representatives of TTD and the selected proposer.

- **Licenses, Permits, Taxes:** The price or prices for the work shall include full compensation for all taxes, permits, etc. that the respondent is or may be required to pay.
- **Public Record/Confidential Information:** All responses become property of TTD. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of state public records laws. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

TTD will treat all information submitted in a proposal as available for public inspection once TTD has selected a contractor. If you believe that you have a legally justifiable basis for protecting the confidentiality of any information contained within the proposal, you must identify any such information, together with the legal basis of your claim in the proposal and present such information separately as part of your response package. This portion of the submittal must be clearly marked “Confidential.”

The final determination as to whether TTD will assert the claim of confidentiality on your behalf shall be at the sole discretion of TTD. If TTD decides that the information does not meet the criteria for confidentiality, you will be notified. Any information deemed to be non-confidential shall be considered a public record.

- **Disadvantaged Business Enterprise (DBE) Requirements:** TTD hereby notifies firms that DBE’s will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

- **Equal Employment Opportunity:** Each proposer must agree that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.
- **Review of Proposals, Selection Criteria and Award:** Upon receipt of the proposals, TTD shall review and evaluate the proposals for responsiveness to the RFP to determine whether proposers possess the qualifications necessary to provide the goods. TTD may request clarifications of proposals directly from the proposers.

In reviewing the proposals, and negotiating with selected firms, TTD reserves the right to reject all proposals. TTD may negotiate directly with qualified proposers and may request a final best offer from one or more proposers.

TTD will review and evaluate the submitted proposals for responsiveness to the RFP to determine whether proposers possess the qualifications necessary to provide the services. Following the evaluation of RFP’s, TTD will check references of the top firm(s) prior to making a selection. Virtual interviews, if deemed necessary, will be conducted on August 15, 2023.

Submitted proposals will be evaluated using the criteria established below.

CATEGORY	MAX POINTS
Responsiveness to RFP	5
Project understanding	20
Response to questions	45
References	15
Pricing	15

TTD shall award a contract to the responsible proposer whose proposal is most advantageous to TTD, i.e., the “best value.” TTD reserves its right to award to other than the low bidder. TTD

reserves the right to reject all proposals and to waive any irregularity, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion.

- **Negotiation and Award:** TTD will work with the selected firm to finalize the scope of work and negotiate a contract between TTD and the selected firm. All costs incurred by the firm in connection with this work and negotiations shall be borne by the firm and the firm shall have no right to reimbursement from TTD. The system and contract that are developed and agreed upon will then be brought to TTD's Board of Directors with a staff recommendation for contract award.

If TTD and the selected firm fail to finalize the scope of work and cost, or fail to negotiate a contract, TTD will reject the selected firm's proposal. In the event of rejection, the firm shall have no right to reimbursement for costs incurred by the firm in connection with any work and negotiations. TTD will then select another firm that staff believes will provide the best value, qualifications, and work and negotiate with that firm.

TTD reserves the right to award any number of contracts it deems necessary to achieve success. This RFP does not commit TTD to award a contract. TTD reserves the right to accept or reject any or all proposals. If TTD decides to award and receives approval from TTD's Board of Directors, the agreement will be sent to the firm for signature. No proposal shall be binding upon TTD until after a contract is executed by duly authorized representatives of TTD and the selected Contractor. No minimum amount of work is implied or guaranteed under the contract.

- **Contract Term:** Duration of contract is twenty-four (24) months from date of execution.
- **Additional Contract Provisions:** The proposer and TTD will enter a contract in the form attached as **Attachment C, Agreement for Services**. The proposal must specifically indicate any provisions in the form of the contract which are not acceptable and propose any alternative language or terms.
- **Required Review and Waiver of Objections by Responding Firms:** Responding firms should carefully review this RFP and all attachments, including but not limited to the form contract (Attachment C) for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by TTD no later than the date specified above.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the TTD, in writing, by the deadline for written comments.

If a Contractor that has not been selected wishes to dispute the award recommendation, the protest must be submitted in writing to jallen@tahoetransportation.org no later than five (5) calendar days after announcement of the selected proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications. Failure to submit a timely written protest will bar consideration of the protest.

Protest procedures will apply to all procurement actions whether by sealed bid, request for proposal or sole source and regardless of the stage of the procurement process at which the protest is filed. All protest procedures can be found on TTD's website:

<https://www.tahoetransportation.org/procurements/>

ATTACHMENT A – SCOPE OF WORK

Overall Project Objectives

- A. 100% conversion of TTD's transit fleet to ZEB's by 2040 to be compliant with CARB's ICT Regulation and provide more reliable and efficient transit service that also provides environmental benefits, including reducing emissions of harmful PM2.5 and GHG's.
- B. Collecting baseline data and information necessary to draft TTD's ZEB Plan.
- C. Build off the work done in the 2017 Short-and Long-Range Transit Plans and Corridor Connection Plan, TRPA's 2020 Regional Transportation Plan and SCS, City of South Lake Tahoe Transit planning, Corridor Plans, and other relevant planning efforts.
- D. Confirm TTD's proposed vehicle replacement and ZEB conversion schedule to ensure it provides funded and programmed transit system improvements and meets ICT Regulations for 100% conversion by 2040;
- E. Analysis of operating costs and feasibility of ZEB options (electric and hydrogen fuel-cell) to determine the best options for TTD.
- F. Assessment of existing and planned TTD facilities' capacity to support charging infrastructure and supply, including coordination and consultation with Liberty Utilities and NV Energy on their capacity to provide service and required infrastructure at identified charging locations.
- G. Collecting the data and information necessary to quantify the number, feasibility and location of charging/fueling stations that will be required to charge/fuel a 100% ZEB fleet and provide reliable and efficient service in TTD's challenging service terrain.
- H. Understanding the influence of weather systems and increased risk of wildfire, including the potential for increased power outages, thus, improving the resiliency and enhancing the regional environment and accessibility of TTD's transit service.
- I. Improving accessibility to reliable and efficient transit service for all users of the transportation system, with special consideration for disadvantaged communities, people with special needs and the aging Basin population, and visitor base.
- J. Identify the constraints and opportunities of TTD's conversion to a 100% ZEB fleet by 2040.
- K. Identify GHG reduction benefits.
- L. Planning level cost estimates for utility infrastructure upgrades and charging stations.
- M. Analysis of ZEB range and performance in TTD's service terrain and route structure.
- N. Summary of ZEB maintenance requirements and how they impact facilities and staff, including workforce availability, training, and pay.
- O. Coordinate with TRPA – Long Range Planning on integrating land use with TTD's conversion to a ZEB fleet.
- P. Supporting conversion of the region's transit fleets to ZEB's.
- Q. Collaborating with Basin communities, visitors, stakeholders, and regional partners, including TRPA, City of South Lake Tahoe, El Dorado County, Placer County, Carson City, Washoe, and Douglas County, as well as input from the Truckee North Tahoe Transportation Management Association and the South Tahoe Transportation Management Association and microtransit providers.
- R. Coordinate the planning effort with Liberty Utilities and NV Energy, as well as other transit agencies in the region to leverage their experience with conversion to a ZEB fleet.
- S. Developing preliminary budgets, funding strategy and next steps for 100% ZEB conversion by 2040.

Summary of Project Tasks

Task 1: Public Outreach

Note: All meetings will be publicly noticed to ensure maximum attendance.

In order to ensure conversion of TTD's fleet to a 100% ZEB fleet by 2040 and ensure reliable, efficient transit service, the project will engage a broad range of stakeholders from varied cultural, social, and economic backgrounds to participate in TTD's transparent planning process. The quality of the project will be enhanced by the full and equitable participation of constituencies such as the youth, elderly, disabled, and disadvantaged community members that have been underrepresented in transportation planning efforts in the past. To include these groups as stakeholders in the planning process, TTD will contact regional community groups and Health and Human Services regarding the opportunity to participate in the project as a stakeholder. In addition to underrepresented groups, project stakeholders will also represent diverse communities, including varied socio-economic groups, community-based organizations, emergency responders, and local agencies active in the project area including:

- Tahoe Regional Planning Agency/Tahoe Metropolitan Planning Organization
- California Highway Patrol
- Nevada Highway Patrol
- California Department of Transportation (Caltrans)
- Nevada Department of Transportation (NDOT)
- City of South Lake Tahoe
- Placer County
- El Dorado County
- Douglas County
- Carson City
- Washoe County
- Nevada Division of Environmental Protection
- California Environmental Protection Agency
- United States Forest Service
- California State Parks
- Nevada State Parks
- California Tahoe Conservancy
- Sierra Nevada Alliance
- Tahoe Prosperity Center
- Mountain Housing Council
- Sierra Business Council
- Tahoe Resource Conservation District
- Nevada Tahoe Conservation District
- Various Chambers of Commerce
- Various Visitor Authorities
- Truckee North Tahoe Transportation Management Association
- South Shore Transportation Management Association
- Air Quality Management Districts
- Commissions on Aging
- Health and Human Services
- Public Health Departments
- County Departments of Transportation
- Community Development Departments – Long Range Planning
- County Offices of Emergency Services
- State Offices of Emergency Services
- Community Services Districts, General Improvement Districts, and Public Utility Districts
- Offices of Education
- Liberty Utilities
- NV Energy
- Sacramento Area Council of Governments
- Sacramento Regional Transit
- El Dorado Transportation Commission
- Washoe Regional Transportation Commission
- Placer Tahoe Area Regional Transit (TART)
- TART Connect (Mountaineer)

The project will build off the important public outreach being developed as part of TTD's Short Range Transit Plan update, 2017 Corridor Connection Plan, Short-and Long-Range Transit Plans, and TRPA's 2020 Regional Transportation Plan; and by strategically employing a suite of outreach opportunities to engage the public and project stakeholders in order to provide a transparent planning process. Opportunities for the public to be involved in the project include: public meetings, use of a Stakeholder Advisory Committee (SAC), a robust project website that is kept up to date, project updates via email blasts, project updates posted on TTD's Facebook page, targeted Facebook ads, Twitter, Threads, and the availability of the TTD project manager to discuss the project directly with interested groups, organizations, and individuals or to meet one-on-one with the public to discuss the project.

The Stakeholder Advisory Committee (SAC) will enable the project to engage a diverse range of groups and individuals in the project area. Each SAC group, organization, and agency will appoint one of their members to be their representative to attend SAC meetings, express the specific interests of their group or organization and communicate SAC meeting information to the other members of their group or organization. As people who live and work in communities within the project area and are likely users of TTD's transit service, SAC members (and the public at large) are local experts who will be invaluable assets to the project and will be relied upon to provide their unique perspectives on issues such as:

- Existing conditions in the project area
- Existing and future transit demand in their communities
- Potential locations for charging stations and charging infrastructure
- Last-mile / first-mile connectivity within the project area
- How an efficient, reliable transit system could encourage increased ridership
- The location of desired destinations, activity centers, education, and employment
- Plan-level cost estimates and implementation strategies and schedule for conversion to 100% ZEB fleet by 2040

The Contractor will capture visitor input through local visitor authorities, recreation surveys, and reaching out to Homeowners Associations to capture second homeowners and visitors. Over 80% of Tahoe's visitors are from California and Nevada, many of whom visit multiple times. By sharing their unique perspectives on these and other issues that may arise during the planning process, the SAC will provide guidance and feedback to Contractor and TTD during the project. TTD and Contractor will hold SAC meetings throughout the project, and if necessary, TTD and Contractor will meet individually with a SAC group or organization to discuss the project. In addition to SAC meetings, TTD and Contractor will also present project information and the draft and final plan at public meetings, including TTD Board of Directors and subcommittee meetings. Project information will also be made accessible to the public on the project's website, and TTD's Twitter and Facebook page. All SAC, public meetings and TTD Board and subcommittee meeting materials, including minutes and agendas, will be posted to the TTD project website.

In addition to the SAC, the project will utilize a Project Development Team (PDT) to provide guidance on technical issues and a forum for agency coordination and partnership on project issues. The PDT will include, but is not limited to: TTD, City of South Lake Tahoe, NV Energy, Liberty Utilities, El Dorado County Public Health, El Dorado County Health and Human Services, El Dorado County Department of Transportation, El Dorado County Office of Emergency Services, El Dorado County Community

Development Agency, California Highway Patrol, Nevada Highway Patrol, TRPA, Tahoe Metropolitan Planning Organization, Douglas County, Carson City, NDOT, and Caltrans.

Stakeholder Advisory Committee

- Identify potential project stakeholders and notify them of the project.
- Establishment of the Stakeholder Advisory Committee (SAC) and ratification of the SAC by the TTD Board.
- Schedule and conduct SAC meetings to ensure community and stakeholder participation in the project.

Responsible Party: TTD and Contractor

Public Meeting #1

- Public meeting will introduce the project to the public, define the purpose and scope of the project, and inform the public of opportunities to provide input on development of the project.

Responsible Party: Contractor

Public Meeting #2

- Present elements of the draft TTD Zero Emission Bus Fleet Conversion Plan to solicit feedback from public comments to inform completion of the Final TTD Zero Emission Bus Fleet Conversion Plan.

Responsible Party: Contractor

Task 1 Deliverables
<ul style="list-style-type: none">• Stakeholder list, SAC meeting schedule and summaries, PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services, etc.• Public meeting #1 summary and photos• Public meeting #2 summary and photos

Task 2: Existing Conditions Report

Field Visits, Document and Data Review, and Mapping

The Contractor will review existing plans and proposed projects to develop an existing conditions report. A field review will be conducted of the project area, including potential locations for charging infrastructure, transit facilities (existing and proposed) with representatives of TTD, Liberty Utilities, NV Energy, Caltrans, PDT, local jurisdictions, and TRPA. The project area will be mapped within a Geographic Information Systems (GIS) format at an appropriate scale to develop maps and graphics to be used in analysis and presentations, as well as draft and final documents. Existing GIS data and mapping will be utilized when possible. Maps will include, but not be limited to:

- Socio-economic, geographic and demographics
- Existing / proposed surface transportation network, including transit
- Existing / proposed active transportation network
- Land use / zoning, housing, commercial and other thematic maps
- Proposed charging / fueling locations and grid information

Task 2 Deliverables

- Existing conditions report and baseline mapping, including:
 - Field visits
 - Socio-economic, geographic and demographics
 - Existing / proposed surface transportation network, including transit
 - Existing / proposed active transportation network
 - Land use / zoning, housing, commercial and other thematic maps
 - Proposed charging / fueling locations and grid information

Task 3: Zero Emission Transit Options Analysis

The Contractor will analyze Battery-Electric and Hydrogen Fuel-Cell ZEB procurement, fueling and charging characteristics, and operating costs to identify priority investments that best meet the needs of TTD and the region, including a summary of ZEB types and models available for land based and water-borne transit. The analysis will model battery-electric and fuel-cell ZEB range and performance in TTD's route structure, weather systems, and service terrain, including route-by-route analysis. Analysis to include the number of ZEB's required by type and model and how they provide cost-effective and reliable service. It will analyze battery-electric and fuel-cell ZEB maintenance requirements and impacts to staff, including workforce training, availability, and pay scales. A vehicle replacement and ZEB conversion schedule should be included to ensure it complies with CARB's ICT Regulation of 100% ZEB by 2040.

Responsible Party: Contractor

Task 3 Deliverables

- Summary of ZEB type procurement and operating costs
- ZEB Type Route Modeling Summary
- Vehicle replacement and ZEB conversion schedule

Task 4: System Charging Fueling Infrastructure Plan

Briefly assess capability of TTD's Existing Operating Base and Maintenance Facility located at 1663, 1679, and 1669 Shop Street, South Lake Tahoe, California to provide ZEB charging or hydrogen refueling infrastructure, including on-site generation capabilities. Evaluate TTD's proposed locations for a new Operating Base and Maintenance Facility, including design schematics necessary for electric charging and hydrogen refueling infrastructure. The assessment should include capabilities of TTD's current and planned mobility hubs, ferry ports, DMV testing locations, and transit centers to accommodate ZEB charging stations and review of relevant planning documents, model the location and number of charging stations needed at the maintenance facilities, mobility hubs, transit centers, and ferry ports to optimize operational efficiencies and service reliability.

Coordinate with Liberty Utilities and NV Energy to identify the utility infrastructure needed to provide service to the meter panel and charging station(s) at current and proposed facilities, including the maintenance facility, mobility hubs, and transit centers.

Review TTD's bus schedules, routes, and route modeling data from Task 2 to determine the optimal timing and length of vehicle charging, including time-of-day rates, as well as whether ZEB's should be

charged mid-route or at the end of a route. Considerations should include electricity demand, electricity costs, labor costs, operational efficiencies, service reliability, emergency situations, and other considerations as identified.

Review the layout of TTD’s maintenance facility (existing and proposed), transit centers, mobility hub, and ferry ports to determine the optimal configuration of ZEB’s by type, charging infrastructure and hydrogen refueling infrastructure to enable ongoing operations including charging, refueling, servicing of vehicles and pull-ins and pull-outs.

Review TTD’s current bus operations and maintenance training programs and recommend any needed changes to ensure TTD employees have the training necessary to operate and maintain ZEB’s and associated charging infrastructure. Consider lack of existing workforce and appropriate pay scales for needed skill sets and cost of living.

Prepare facilities and charging and hydrogen refueling infrastructure plan that enables TTD to convert to a 100% ZEB fleet by 2040 and considers Liberty Utilities and NV Energy’s ability to provide reliable and resilient electric service to TTD’s existing and future transit facilities.

Responsible Party: Contractor

Task 4 Deliverables
<ul style="list-style-type: none">• System Charging and Fueling Plan including:<ul style="list-style-type: none">○ Electric charging and hydrogen refueling memo○ Optimal locations of charging infrastructure and facilities memo○ Utility coordination memo○ Timing and length of ZEB charging memo○ Summary of optimal configuration of ZEB’s and charging infrastructure○ Employee ZEB training program summary

Task 5: Estimate GHG Reduction Benefits of ZEB Fleet Conversion

Estimate GHG reduction benefits, including zero-emission passenger miles, of TTD’s conversion to 100% ZEB fleet by 2040 and how the project will assist the state achieve its greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

Responsible Party: Contractor

Task 5 Deliverable
<ul style="list-style-type: none">• GHG reduction benefits summary

Task 6: Develop Plan-Level Cost Estimates

Plan-level cost estimates will be completed for all elements associated with TTD’s conversion to a 100% ZEB fleet by 2040.

Responsible Party: Contractor

Task 6 Deliverable
<ul style="list-style-type: none"> Plan-level cost estimates

Task 7: Identify Potential Funding Sources and Strategies and Implementation Plan / Next Steps
 Identify potential funding sources and strategies for recommended improvements and project implementation plan with next steps.

Task 7 Deliverable
<ul style="list-style-type: none"> Summary of potential funding sources ad strategies and implementation plane with next steps

Responsible Party: Contractor

Task 8: Draft and Final ZEB Conversion Plan

Based on work completed in Tasks 1 through 7, a draft ZEB Rollout Plan will be prepared. The Contractor and staff will present the draft ZEB Conversion Plan at TTD’s Program Implementation Committee (PIC) for review and feedback. The draft plan will also be presented to the TRPA/TMPO Governing Board. Prior to drafting the study, elements of the draft study will be presented to the SAC and at Public Meeting #2 for public comment. Comments received from the SAC and at Public Meeting #2 will be addressed in the draft study.

Complete final plan that addresses the comments given by the SAC, at Public Meeting #2, and at Public Hearings, including TTD PIC comments. Credit for the financial contribution of the Sustainable Transportation Planning Grant Program will be made to FTA, FHWA, and/or Caltrans on the cover or title page of the final plan. The final ZEB Conversion Plan will be presented at TTD’s Board Meeting for the TTD Board to review and approve by resolution as complete.

Responsible Party: TTD and Contractor

Task 8 Deliverables
<ul style="list-style-type: none"> Draft ZEB Conversion Plan Slide Deck for meetings Final ZEB Conversion Plan

ATTACHMENT B – COST PROPOSAL

Organize the proposed budget by task listing assigned personnel, overhead, hourly compensation, and profit. All individual efforts plus any services, whether internal or external to the proposer, should total up to the task. All tasks should total to the proposed cost of the ZEFCP. Provide hourly rates, along with estimated annual pricing in accordance with TTD’s current requirements, as set forth in section Scope of Work (Attachment A).

Pricing shall remain firm throughout the contract period.

Task	Individual/Vendor	Administrative Overhead	Hourly Rate	Profit	Hours	Total Charge

Total Price	\$
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ATTACHMENT C – DRAFT CONTRACT
AGREEMENT FOR GOODS AND SERVICES
BETWEEN
TAHOE TRANSPORTATION DISTRICT
AND

This Agreement for Services (“Agreement”) is entered into as of this ____ day of October 2023 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“District”) and _____ (“Contractor”). District and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District has sought, by request for quotations, the performance of the services defined and described particularly in Section 2 of this Agreement.
- B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the District to perform those services.
- C. District has authority to enter into this Agreement and the District’s District Manager has authority to execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for twenty-four (24) months from date of execution.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 27 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ dollars and (\$xxx.xx), unless additional compensation is approved in writing in accordance with Section 27 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

District, the original invoice shall be returned by District to Contractor for correction and resubmission.

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

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

SECTION 5. PROGRESS REPORTS.

(a) Consultant shall submit progress reports to District with every invoice.

(b) Progress reports shall be sufficiently detailed for District to determine if Consultant is performing to expectations and is on schedule. Progress reports will communicate interim findings and afford occasions for airing difficulties or special circumstances encountered so that solutions can be developed. Progress reports shall include the total number of hours worked by Consultant and any subconsultants and shall include descriptions of the Services performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

(c) Separate progress reports shall be provided for each invoice. District's review of progress reports will ensure that Consultant's work meets a level of acceptability.

SECTION 6. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 7. OWNERSHIP OF DOCUMENTS.

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

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer

files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 8. CONTRACTOR'S BOOKS AND RECORDS.

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

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

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

SECTION 9. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

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

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

SECTION 10. STANDARD OF PERFORMANCE.

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

SECTION 11. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

SECTION 12. PREVAILING WAGE LAWS.

Contractor understands, acknowledges and agrees to comply with any and all applicable state and federal laws requiring payment of prevailing wages for work performed in connection with publicly-funded projects. Contractor and any subcontractors shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect if required by state or federal laws or regulations. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply.

SECTION 13. NONDISCRIMINATION.

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

SECTION 14. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

SECTION 15. CONFLICTS OF INTEREST.

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

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

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

SECTION 16. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 17. INDEMNIFICATION.

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

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

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

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to defend and indemnify the District only

to the extent permitted by California Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term “design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that California Civil Code Section 2782.8 applies to this Agreement, the indemnification obligations of Contractor shall be limited in accordance with that section.

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

SECTION 18. INSURANCE.

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

SECTION 19. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. District has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor’s duties or obligations under this Agreement without the prior written consent of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 “Termination of Agreement.” District acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 20. PROJECT MANAGER AND CONTINUITY OF PERSONNEL.

Contractor designates _____ as its Project Manager for this Agreement. The Project Manager, or a District approved designee, shall be accessible to District during normal District working hours and shall respond within twenty-four (24) hours to District inquiries or requests. The Project Manager shall be responsible for all matters related to Consultant’s personnel, operations and any subconsultants including, but not limited to (1) assigning qualified personnel to perform the work and prepare deliverables; and (2) reviewing, monitoring, training and directing Consultant’s personnel and any subconsultants. There shall be no change in the person designated as the Project Manager without prior written approval by District.

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

SECTION 21. TERMINATION OF AGREEMENT.

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

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

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

SECTION 22. DEFAULT.

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

SECTION 23. EXCUSABLE DELAYS.

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

SECTION 24. COOPERATION BY DISTRICT.

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

SECTION 25. NOTICES.

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

To District: Tahoe Transportation District
Attn: George Fink, Transportation Services Director
P.O. Box 499
Zephyr Cove, NV 89448
gfink@tahoetransportation.org

To Contractor: _____
Attn.: _____

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

SECTION 26. AUTHORITY TO EXECUTE.

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

SECTION 27. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the District Manager or his or her designated representative. The District Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the District Manager's contracting authority under District's ordinances, rules and regulations.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The District Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the District Manager's contracting authority under the District's

ordinances, rules and regulations. All other amendments shall be approved by the District's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

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

SECTION 29. BINDING EFFECT.

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

SECTION 30. FEDERAL PROVISIONS.

District will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally-required provisions included in Exhibit "D" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "D" and the body of this Agreement, Exhibit "D" shall control. In addition, the Federal Highway Administration's Required Contract Clauses for Federal Aid Construction Projects (FHWA Form 1273, revised May 1, 2012; <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) is incorporated by reference herein.

SECTION 31. WAIVER.

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

SECTION 32. LAW TO GOVERN; VENUE.

In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of El Dorado, California where the dispute arises from Services performed in California, or shall lie exclusively in the County of Douglas, Nevada where the dispute arises from Services performed in Nevada. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California for Services performed in California, or in the District of Nevada for Services performed in Nevada.

SECTION 33. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 34. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and District prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 35. SEVERABILITY.

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

SECTION 36. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

**TAHOE TRANSPORTATION
DISTRICT**

Carl Hasty
District Manager

ATTEST:

Judi Allen
Clerk of the Board

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C" **INSURANCE**

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

Only the following “marked” requirements are applicable:

X Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Contractor and District against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

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

X Professional Liability Insurance: Professional liability insurance appropriate to the Contractor's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or

related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District submit written evidence of this continuous coverage.

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

1. All Coverages.

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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.

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

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

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

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

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

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

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

**EXHIBIT “D”
FEDERAL PROVISIONS**

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.

2. Access to Records. The following access to records requirements apply to this Agreement:
 - a. Where the District is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. Civil Rights.
 - a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed,

national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:
 - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4. Disadvantaged Business Enterprises.
 - a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The District's overall goal for DBE participation is 3.1 %. A separate goal has not been established for this procurement.
 - b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
 - c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
 - d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District. In addition, the Contractor may not hold retainage from its subcontractors.
 - e. The Contractor must promptly notify District whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of District.
5. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
6. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Agreement.
7. No Obligation By The Federal Government
 - a. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this

Agreement and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.

- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
8. Program Fraud and False or Fraudulent Statements or Related Acts.
- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
 - c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
9. Notification to FTA; Flow Down Requirement – If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) *Additional Notice to U.S. DOT Inspector General.* The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

10. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

11. Distracted Driving, Including Text Messaging While Driving – The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) *Safety*. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) *Recipient Size*. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

12. Buy America - The Vendor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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

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

15. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment

produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

16. Suspension and Debarment

- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. Clean Air - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
18. Clean Water - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
19. Lobbying – Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any District, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor 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 subrecipients 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