REQUEST FOR PROPOSAL

KEY RFP DATES

RFP Issued: October 2, 2019  
Pre-Proposal Conference: October 11, 2019 at 1:00 p.m.  
Questions Due: October 15, 2019 by 12:00 p.m.  
Proposals Due: November 20, 2019 by 4:00 p.m.  
Interview Date: December 3, 2019, between 9:00 a.m. and 3:00 p.m.  
Estimated Contract Award Announcement: December 16, 2019  
Estimated Contract Execution/Notice to Proceed: January 15, 2020

TO: PROSPECTIVE VENDORS

RE: REQUEST FOR PROPOSAL (RFP) FOR

WSP USA INC (“WSP”), a New York corporation acting as Transportation Demand Management service provider for SunLine Transit Agency (“SunLine”), is requesting written proposals for vanpool leasing services for the SunLine Vanpool Subsidy Program (the “Project”) in response to the STATEMENT OF WORK and RFP annexed hereto as Attachment 1.

TERMS AND CONDITIONS

WSP’s Subcontract Standard Terms and Conditions (annexed here to as Attachment 3) shall apply to all work performed on this Project, which shall take precedence over any conflicting provision set forth in Attachment 1 (Statement of Work and RFP). The contract to be entered into with the successful proposer (“Standard Services Agreement” or “Subcontract”) shall include: (a) Attachment 1 (Statement of Work and RFP); (b) the Subcontract Standard Terms and Conditions (Attachment 3); and (c) all of the terms and conditions of the agreement between WSP and SunLine for Transportation Demand Management Services dated September 19, 2016 and Amendment No. 1 dated August 8, 2019 (collectively, the “Prime Agreement”), which includes all Contract Documents, as defined in Exhibit A thereof, and is annexed hereto as Attachment 2.

This is a Federal-aid project: The Subcontract to be awarded is financed in part by the U.S. Department of Transportation (US DOT). Proposers are required to certify that they meet all federal requirements identified in this RFP, including but not limited to all applicable equal opportunity laws and regulations. If the Subcontract is awarded, the Proposer(s) awarded the Subcontract(s) will be required to comply with all applicable laws and regulations, including but not limited to equal opportunity laws and regulations. Proposers using subconsultants are encouraged to subcontract with small and disadvantaged businesses to the maximum extent possible. By its submittal of a proposal, the Proposer commits to executing the Subcontract, as defined herein, and complying with the terms thereof.

The award of a Subcontract is subject to the availability, appropriation and receipt of federal, State and/or local funds sufficient to carry out the work identified in this RFP. All deadlines with a specific time, referenced throughout this RFP, are for Pacific Time.

PROPOSAL CONTENTS

Each proposal submitted shall contain the following elements:
1. Cover Letter
2. Proposal / Statement of Qualifications
3. Completed Vehicle Cost Matrix Form (Attachment 4)
4. Required Forms (Attachment 5)
MANDATORY REQUIREMENTS FOR PROPOSAL CONSIDERATION:

1. Registration in Subcontractor Prequalification System (http://plus.wsp-pb.com/supplier_registration);
2. Current certificates of insurance (see requirements in WSP Standard Terms and Conditions);
3. Acceptance of WSP’s Standard Terms and Conditions (http://plus.wsp-pb.com/supplier_registration/), and Prime Agreement Terms and Conditions to be incorporated into the Subcontract;
4. All required federal, state, local licenses and/or permits required to perform the work; and
5. Submittal of a responsive Proposal by the Proposal submittal deadline stipulated in this RFP or any Addendum subsequently issued.

PROPOSAL SUBMISSION

To be considered, WSP must receive Proposals by no later than November 20, 2019 by 4:00 p.m. Proposals must be submitted to Mr. Christopher Park at the following address:

WSP USA INC
C/O SunLine Transit Agency
Attention: Christopher Park
32505 Harry Oliver Trail
Thousand Palms, CA 92276
Phone: (760) 343-3456 x1217

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION

WSP is soliciting proposals from qualified firms (“Proposers”) to assist with Vanpool Leasing Services for the SunLine Transit Agency Vanpool Subsidy Program (the “Project”).

B. CONTACT INFORMATION

All inquiries, contacts or questions related to this RFP shall be directed to:

WSP USA INC
C/O SunLine Transit Agency
Attention: Christopher Park
32505 Harry Oliver Trail
Thousand Palms, CA 92276
cpark@sunline.org
Phone: (760) 343-3456 x1217

Proposers are cautioned not to discuss this RFP with any official, Board Member, employee or consultant of SunLine or WSP, other than the staff identified herein. Violation of this prohibition may result in disqualification of the Proposer.

C. ACCEPTANCE OF PROPOSALS

WSP reserves the right to award multiple Subcontracts as a result of this RFP and reserves the right to award contracts for similar services outside of this RFP process. WSP reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal. WSP reserves the right to withdraw or cancel this RFP at any time without prior notice, and WSP makes no representation that any Subcontract will be awarded to any Proposer responding to this RFP. WSP reserves the right to reject all proposals and to reissue a new RFP for the same or similar work. WSP reserves the right to postpone proposal
openings. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the Proposer and delivered to WSP’s procurement contact at the address identified herein in Section I.B.

D. PRE-PROPOSAL CONFERENCE
A non-mandatory Pre-Proposal Conference has been scheduled for Friday October 11, from 1:00 p.m. to 2:00 p.m., at WSP offices in San Bernardino (862 E. Hospitality Lane, Suite 350, San Bernardino, CA 92408). If a prospective Proposer prefers to webX/conference call into this Conference, that is permitted and upon request, WSP will provide the webX and call in information. The conference is not mandatory; however, Proposers are strongly encouraged to participate.

E. WRITTEN QUESTIONS/CLARIFICATIONS
In addition to questions and/or requests for clarification discussed during the Pre-Proposal Conference, all other questions and/or requests for clarification to this RFP must be in writing and submitted electronically to Christopher Park at cpark@sunline.org and must be received by WSP no later than 12:00 p.m. October 15, 2019. Questions received after the date and time specified may or may not be responded to, at WSP’s sole discretion. All questions/requests for clarification must be clearly labeled “Written Questions - VANPOOL SUBSIDY PROGRAM. WSP is not responsible for failure to respond to questions that are not appropriately marked. WSP’s responses to the questions received by the date and time identified herein, including the questions, will be posted on the program’s website, https://solvan.org/rfp.

F. ADDENDA
Any changes to this RFP shall be made by written addendum only, and will be posted on https://solvan.org/rfp. WSP/SunLine will not be bound to any modifications to or deviations from the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers shall acknowledge any RFP addenda in their proposal.

G. CONTRACT
The resulting Subcontract will provide monthly subsidies based on approved vehicles leased during the month period and a not-to-exceed contract amount. WSP may issue smaller contract amounts to multiple Proposers, the combined total of which shall not exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS AND NO CENTS($200,000.00) over the term of the Subcontract. Any work provided by the selected Proposer(s) that is not specifically covered by the Subcontract will not be reimbursed. Please refer to the terms attached to this RFP for more detailed information.
Proposers are expected to be fully aware of the conditions, requirements, and Scope of Work before submitting any proposal. Failure to do so will be at the Proposer’s own risk. By submitting a proposal, the Proposer represents it is legally qualified and fully capable of performing quality work to achieve WSP’s objectives and comply with all requirements identified in this RFP and any and all schedule updates, addenda and other information and instructions posted on https://solvan.org/rfp.

H. CONFLICT OF INTEREST
Any person or firm that has assisted WSP in preparing any aspect of this RFP or any cost estimate associated with the Scope of Work related to this RFP is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from
any such person or entity, or who will use the services of such person or entity in performing the Work, will be disqualified. Firms prohibited from submitting proposals in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at that time.

I. PROPOSER REPRESENTATIONS
By submitting a proposal, each proposer represents that it:

1. Has thoroughly examined and become familiar with the work described in the Scope of Work, Attachment 1.
2. Understands the requirements of the Scope of Work, the nature and location of the work, and all other matters that can affect the work.
3. Will honor its proposal for 120 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from WSP.
4. Will comply with all requirements set forth in this RFP and in the ensuing contract, if awarded.
5. Has reviewed the attached Subcontract Standard Terms and Conditions (Attachment 3), and, other than through the question and request for clarification process described in Section E above, Proposer will not seek to alter or revise its terms and conditions.
6. Will, if selected to perform the work, comply with all terms and conditions set forth in the contract associated with this procurement (see Subcontract Standard Terms and Conditions, Attachment 3).
7. Will comply with:
   a. The Fair Employment and Housing Act, relating to non-discrimination, (California Government Code Sections 12900 et seq.).
   b. Statutory requirements relating to “Whistleblower” requirements (California Labor Code Sections 1101 et seq.).
   c. Statutory requirements relating to employment of undocumented aliens (California Public Contract Code, Section 6101).

J. PRECONTRACTUAL EXPENSES
WSP or SunLine shall not be liable for any Proposer’s pre-contractual expenses incurred in preparation or submission of its proposal. The Proposer shall not include any such expenses in its price proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the Proposer prior to issuance of the Notice to Proceed by WSP.

K. MATERIALS FURNISHED BY SUNLINE
All software, data, reports, surveys, drawings, and other documents furnished to the vendor by WSP or SunLine for the vendor’s use in the performance of Work shall be made available only for use in performing the assignment and shall remain the sole property of WSP or SunLine. All such materials shall be returned to WSP or SunLine upon completion of Work, termination of the Subcontract, or other such time as WSP or SunLine may determine.

L. DISADVANTAGED BUSINESS OPPORTUNITIES
The Subcontract to be awarded 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. SunLine’s overall goal for DBE participation is 6.0%. A separate goal has not been established for this procurement.

This DOT-assisted Project is subject to these stipulated regulations. In order to ensure that SunLine achieves its overall DBE Program goals and objectives, SunLine and WSP encourage the participation of small businesses, including DBEs
as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with U.S. DOT funds. In addition, this Project is subject to Caltrans Disadvantaged Business Enterprise (DBE) requirements.

In the event of any conflicts or inconsistencies between the CFR and SunLine’s DBE Program with respect to DOT-assisted contracts, the CFR shall prevail.

If the 6.0% goal is not met, the Proposer should document adequate Good Faith Efforts, as defined in Attachment 2. Only DBE firms certified through the California Unified Certification Program (CUCP) will be counted towards the contract goal; however, all DBE participation shall be collected and reported. Please refer to Attachment 2 and Attachment 5 to this RFP for further information, instructions and forms. Bidders are advised that questions related to the DBE requirements must be submitted as a written question per the instructions in this RFP.

M. DEBARMENT & SUSPENSION

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the FTA Circular 2015.1, may not take part in any federally funded transaction, either as a participant or principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, Proposer, acting in its capacity identified herein, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period. A process has been established by 49 CFR Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in federally assisted projects. A person or firm that is unable to provide a positive certification as required by this RFP must submit a complete explanation attached to the certification. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the Project.

N. SPECIAL CONSIDERATIONS

1. Pre-Award Audit. This Project will be funded with federal funds (Congestion Mitigation and Air Quality Funding or CMAQ) and will be matched in whole or in part with state or local funds. The Proposer(s) selected for contract negotiations may be subject to a pre-award audit by SunLine and/or WSP that must be successfully completed before the Standard Services Agreement documents are signed and the successful Proposer(s) are issued a notice-to-proceed. During the pre-award audit, SunLine and/or WSP will examine the Proposer’s accounting, administrative, and estimating systems, as well as proposed costs, quantities, and financial condition. The audit will be broad in scope and could be time-consuming. A copy of Caltrans’ Accounting and Auditing Guidelines, which will be used as a basis for the audit, and is available on the Caltrans website at: https://ig.dot.ca.gov/resources/accounting-and-audit-guidelines-for-contracts-with-caltrans.

Consistent with 49 U.S.C. 5325(b)(3)(A)(B), any Subcontract awarded under this RFP must be audited pursuant to Federal Acquisition Regulations (FAR Part 31 and 31.2 Contracts with Commercial Organizations). WSP will accept Proposer’s indirect cost rates, established in accordance with Federal Acquisition Regulations’ cost principles. Rates shall be for a minimum one (1)-year applicable accounting period by a cognizant federal or state government. Those rates shall be subject to audit.

2. Laws and Regulations. The successful Contractor(s) will comply with applicable state and federal laws and regulations, including driver and vehicle certification of each Leaseholder and vanpool drivers, licenses, and vehicle registration. Contractor is responsible for obtaining DMV Form DL-51 from all vanpool drivers operating 10 to 15 passenger vehicles. Contractor is responsible for obtaining
DMV Form DL-51 from vanpool drivers every two (2) years, or sooner, if required. As part of its contractual indemnity obligations, Contractor shall defend, indemnify and hold harmless WSP and SunLine from any Leaseholder or designated primary or backup driver’s failure to comply with the foregoing.

O. OTHER REQUIREMENTS

1. Insurance Provisions. Proposer shall be required to procure and maintain for the duration of the Standard Services Agreement, insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work by the successful Proposer, its agents, representatives, or employees. Proposer Contractor will include the Standard Services Agreement Project number on all insurance-related correspondence, i.e., the insurance certificate itself. All policies required shall be issued by companies who hold a current AM Best rating of not less than A-VIII. Carriers must be qualified to do business in California and maintain an agent for service of process within California.


- Employer’s Liability $1,000,000
- Commercial General Liability (Per Occurrence) $2,000,000
- Commercial General Liability (Aggregate) $4,000,000
- Automobile Liability (For WSP and SunLine) $5,000,000
- Automobile Liability (For Passengers) $1,000,000

The successful Proposer shall be required to provide a minimum of $5 million in automobile liability insurance coverage for WSP and SunLine, and a minimum of $1 million in automobile liability insurance coverage for the passengers while travelling in the leased vehicle and approved in the Vanpool Subsidy Program. Coverage for General Liability and Auto Liability shall be at least as broad as:

a. Insurance Services Office Commercial (occurrence form CG001), or most recent edition General Liability coverage, and shall not contain the “X, C, and U” (explosion, collapse and underground) exclusions.

b. Insurance Services Office form number CA0001 (Ed. 1/87), or most recent edition covering Automobile Liability, code 1 (any auto).

3. Additional Insureds. Additional insureds are identified in Article 12 of the Subcontract Standard Terms and Conditions (Attachment 3). WSP may require additional entities to be named as additional insureds if work will be performed on the property of a third party or WSP member agency.

4. Other Terms of Coverage. The successful Proposer will be required to meet all other terms set out in Article 12 of the Subcontract Standard Terms and Conditions.

P. TERM

Based upon satisfactory performance, availability of funds, and other factors, WSP may authorize Subcontractor(s) to perform services under the Standard Services Agreement for a total of up to three (3) years or until September 19, 2022, at WSP’s discretion.

II. PROPOSAL SUBMITTAL

Proposals are due at or before 4:00 p.m. November 20, 2019. One (1) original, three (3) copies, and a CD or Flash Drive with a PDF version of the proposal, are to be submitted to:
Mr. Park’s Contact Information: cpark@sunline.org or by phone at (760) 343-3456 x1217.

All proposals must be submitted in a sealed package, clearly marked with the RFP title, and the Proposer’s name and address. Postmarks will not be accepted in lieu of receiving proposals by the date and time specified. Proposals received after the date and time specified will be returned to the Proposer without further consideration or evaluation.

Please note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture. WSP will contract with a single firm, person or entity only, and not with a joint venture.

A. PROPOSAL CONTENT

The proposal is limited to 35 (8 ½” x 11”) pages in no less than 11-point font. This page limit excludes the outside cover, table of contents, tabs and required forms. Charts and schedules may be included in 11” x 17” format. Each page must be consecutively numbered. Proposals and cover letters shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals that do not contain the required information will be deemed non-responsive and will not be considered.

If at any time during the RFP process, a Proposer makes any changes to proposed key personnel or subconsultants, the Proposer must notify WSP in writing of those proposed changes as soon as they are known.

All proposals must include the following information:

1. Cover Letter
   a. Identification of all proposed subconsultants including description of the work to be performed by the Proposer and each subconsultant proposed for the Project and an estimate of the percentage of work to be performed by each subconsultant.
   b. Identification of the location of the office from which the work will be performed.
   c. A memorandum from a principal of each subconsultant indicating the specific portion of the Work the subconsultant will be performing.
   d. Acknowledgement of all RFP addenda issued by WSP.
   e. A signed statement by an officer of the Proposer attesting that all information in the proposal is true and correct.
   f. A signature of an authorized person within the Proposer firm who can bind the firm to the terms and conditions of the RFP.
   g. A statement that the proposal shall remain valid for 120 days from the date of submission.
   h. A list of all prime contracts (if any) awarded to the Proposer by WSP or SunLine during the last five (5) years. The list shall include a short description of the project, the award date, completion date, name of assigned Project Manager and contract value.
   i. Contract Termination Circumstances. If Proposer has ever been terminated from a contract, describe the facts and circumstances in detail.

2. Proposal Content Requirements and Evaluation. Proposals submitted in
response to this RFP shall including the following content:

a. **Firm Profile.** Provide a brief description of the firm and include a summary of the firm’s capabilities and experience in providing similar services for public and/or private entities. A brief profile of the firm including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees, and areas of expertise. Include any information that may be of value to WSP in evaluating your firm’s qualifications. Provide all administrative, maintenance and emergency services facilities that are within the vanpool service areas, either owned, contracted or subcontracted through the Proposer, and identify all functions/services that are performed at each location.

b. **Proposer Experience.** Provide an overview of the Proposer’s experience in providing Vanpool programs and/or vehicle leasing services similar to that envisioned by WSP. Include at least three (3) specific examples of other Vanpool and/or van rental services contracts, including data on the contracting agency/individual, number of years the contract has been in place, and contact person.

c. **Project Management Plan.** Describe the Proposer’s project management staffing and roles/responsibilities. Identify at a minimum the proposed Project Manager and Maintenance Manager. Identify other support staff positions to ensure each of the WSP Scope of Work requirements can be accomplished. Identify the percentage of availability of the Project Manager, Maintenance Manager, and key support positions.

d. **Proposed Method to Accomplish the Work.** Describe the Proposer’s technical and management approach to the Project and how the Proposer will plan for and accommodate each into the Project effort. Include the following:
   i. Vehicle acquisition and supply plan, in accordance with “Buy America” requirements;
   ii. Vehicle maintenance plan;
   iii. Emergency and non-emergency services, to address vehicle repairs and breakdowns and the Proposer’s timely response to assist the vanpool;
   iv. Marketing the Program’s activities;
   v. Plan for providing accessible vehicles for persons with disabilities;
   vi. How to meet the customer service needs of participants in the Program;
   vii. The channels of communication and how they will be implemented to maintain the milestone schedule;
   viii. Driver selection, orientation, and, when needed, revocation procedures.

This section of the Proposal should contain a discussion tailored to the Project and WSP’s needs. Boilerplate proposals that do not include discussion specific to the Project requirements will receive lower scores. Demonstrated understanding of the Project, with the inclusion of innovative approaches and articulate analyses, will receive higher scores.

3. **Project Reference Form.** Provide at least three (3) references reflecting a minimum of three (3) years of professional vehicle/vanpool leasing services, which demonstrate past and present performance. Each reference
shall include: agency/individual name, address, contact person, email, telephones, dates of work performed and contract value/amount. Include assignments that are similar in nature and/or related to the work described in the Scope of Work. In addition, Proposer is encouraged to describe past work experience with private agencies similar in nature.

4. **Knowledge and Understanding of SunLine Transit programs**, bus routes and services, the types of desired markets to be served, and Relevant Laws or Policy Issues. Describe the Proposer’s experience working in Eastern Riverside County and proposed local presence for interfacing with WSP’s Project Manager and staff. This includes, but is not limited to: knowledge of city, county, and other local agencies’ regulations and policies, jurisdictions and decision-making boards. Describe Proposer’s experience with and knowledge of relevant state and federal laws.

5. **Completed Vehicle Cost Matrix Form.** Proposers shall complete and submit with their proposals the pricing documents identified as Attachment 4 to this RFP.

6. **Required Forms.** Proposers shall complete, sign and submit with their proposals the required forms identified as Attachment 5 to this RFP.

**B. EVALUATION METHOD AND SCORING CRITERIA**

1. Proposers will be evaluated based on:
   
a. **Qualification, Related Experience and References (15 points).** Proposer’s experience in Vanpool programs, years in business and past and current client references. Proposer’s technical expertise and professional competence in areas directly related to this RFP, the number of years’ experience performing similar work, a demonstrated ability to manage and coordinate the work and to deliver quality products and services. This evaluation category criteria will be based upon Proposer’s:
      
      i. Evidence of depth of experience in performing similar vanpool leasing and/or rental services with public, government, private, not-for-profit, and other agencies as specified in the Scope of Work;
      
      ii. Capability and qualifications of the Proposer with previous work on similar projects, technical experience, education, and training; and
      
      iii. Demonstrate ability to provide all required monthly and annual reports and comply with all applicable federal requirements.

b. **Proposed Staffing, the Project Team and Organization (15 points).** Technical expertise and professional competence in areas directly related to the work identified in the RFP; level of experience, certifications, licenses required and training key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources, coordination of work and quality control; availability of proposed staffing; and concurrence with restrictions on changes to key personnel. This evaluation category criteria will be based upon Proposer’s:
      
      i. Project Management Staffing, including Project Manager, Maintenance Manager, and support staff;
      
      ii. Overall staff qualifications based on a combination of relevant individual experience, education, and background in business administration, management sciences and marketing/sales;
      
      iii. Unique qualification, roles, and responsibilities of key personnel;
iv. Time commitment of key members; and
v. Integrity and reputation of project team.

c. **Proposed Methodology and Approach to Work (40 points).** Depth of understanding and ability to administer the needs as outlined in the Scope of Work. Proposer’s approach and methodology/systems reflecting the ability to provide the requested work. Demonstrated knowledge of the work being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical and procedural innovations identified in the proposal. This evaluation category criteria will be based upon Proposer’s ability to:

i. Demonstrate a general understanding of administration of subsidies, processing of associated paperwork, and the staffing requirements for such an operation.

ii. Understanding of vanpooling concepts and objectives demonstrated in the RFP.

iii. Approach and proposed methodology to project scope.

iv. Innovative approaches and internal measures for timely completion of milestones.

v. Maintenance and repair program in place that provides for timely preventative maintenance and repair with minimal disruption to users.

vi. Discuss the towing service that you provide for the vanpool program. How it works, how responsive it is.

vii. Ability to provide the number and type of vehicles required.

viii. Ability to present and implement a general plan for promoting the Program through standard marketing efforts.

ix. Demonstrate adequate staff to meet the customer service needs of participants in the Program.

x. Core areas of management, customer service/sales, and maintenance are addressed and discussed in the Proposal.

xi. Driver selection, orientation, and monitoring/revocation procedures are clearly spelled out in Proposal.

d. **Cost (30 points):** This evaluation category shall be based on the information included by the Proposer in the Vehicle Cost Matrix Form – RFP Attachment 4. Should WSP enter into a Standard Services Agreement with the successful Proposer(s), the Standard Services Agreement(s) will be negotiated based on the rates shown in the Proposer’s Proposal and the terms of Attachment 2. This category will be evaluated based on Proposer’s reasonableness of fees proposed and that the vehicle costs follow the prescribed format as provided in Attachment 4, is competitive with the marketplace of the same or similar services, and the proposed level of effort is consistent with the Scope of Work.

2. **Interviews.** Upon review of the proposals, a shortlist of Proposers within the competitive range **MAY** be invited to an interview, at WSP’s sole discretion, tentatively scheduled for **December 3, 2019, from 9:00 a.m. to 3:00 p.m.**, at either WSP’s office in San Bernardino or SunLine’s office in Thousand Palms. If interviews will be conducted, WSP shall select the highest ranked Proposers to participate in the interview process. The number of Proposers so invited shall be at the discretion of WSP. Proposers who are invited to the interview will be asked a series of questions which will
be scored. The maximum score for the interviews is 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted at 40% and the technical proposal will be weighted at 60% for a total of 100 points.

III. NEGOTIATIONS AND AWARD

The Subcontract, Scope of Work and price may be negotiated with the selected Proposer(s). However, WSP may elect to not negotiate with any of the Proposers, and/or not award the Subcontract. Therefore, it is imperative that each Proposer submits its best price as part of their proposal. Proposers are advised that any recommendation for contract award is not binding on WSP until the Subcontract is approved and fully executed.

IV. PROTEST INFORMATION

WSP will review protests based on the following procedure. Protests based on restrictive or severely defective specifications, or improprieties in any type of solicitations that are apparent prior to the RFP release or the closing date for proposals, must be received by WSP no later than eight (8) days before the date that proposals are due. WSP must receive protests based upon the staff recommendation for agreement award within eight (8) calendar days from the date that the notice is sent to all Proposers advising WSP, of the staff's recommendation for award of agreement. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

All protests must be in writing, stating the name and address of protestor, a contact person, solicitation number and/or title and shall specify in detail the grounds of the protest and the facts supporting the protest. All protests must be addressed as follows:

For Special Delivery, Hand Delivery or U.S. Mail:

WSP USA INC
C/O SunLine Line Transit Agency
Attention: Christopher Park
32505 Harry Oliver Trail
Thousand Palms, CA  92276

WSP may not consider protests not properly addressed to WSP. In addition, FTA protest procedures can be found in the “Best Practices Procurement & Lessons Learned Manual” at the following website: https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual.

V. DEBRIEFING

Proposers who submit a proposal in response to the RFP shall be notified in writing when: the Proposer is not selected to receive further consideration in the RFP process; the Proposer is selected for the interview process; and after the RFP Evaluation Committee’s recommendation to award has been determined. Proposers who were not awarded the Subcontract may obtain a debriefing by contacting WSP at cpark@sunline.org. Proposers will have thirty (30) calendar days from the date identified in the written correspondence to request a debriefing.

VI. PUBLIC RECORDS ACT

Proposals may be subject to public disclosure under the California Public Records Act and other public records laws, and by submitting a proposal, the Proposer waives all rights to confidentiality of any information submitted in the proposal and agrees to any and all such disclosures required or permitted by law. Proposals become the property of WSP and
SunLine when submitted, and by submitting a proposal, the Proposer agrees that WSP and SunLine may use any information, documentation or writing contained in the proposal for any WSP or SunLine purpose.

WSP will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the Proposer in accordance with the Act. WSP will endeavor to inform the Proposer of any request for the disclosure of such information. Under no circumstances, however, will WSP be responsible or liable to the Proposer or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the WSP’s discretion, be deemed non-responsive.

WSP will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate contractor(s) shall indemnify, defend and hold harmless the WSP and/or SunLine in such litigation.
ATTACHMENT 1

SUNLINE VANPOOL STATEMENT OF WORK & RFP

A. Project Description

As per the SunLine Transit Agency (“SunLine”) and WSP USA INC (“WSP”) Agreement executed on September 19, 2016 and amended on August 8, 2019 (“Prime Agreement”), WSP seeks Proposals from qualified leasing contractor(s) (“Contractor”) who possess the ability to lease vehicles to SunLine Vanpool Program applicants, with the individual who enters the lease with the Contractor referred to as the “Leaseholder.” The vanpool program is being administered for SunLine by WSP in Eastern Riverside County in California, and has been branded as SolVan. Throughout the RFP, SunLine’s ongoing vanpool subsidy program may be referred to as “SolVan”, “Project” or “Vanpool Subsidy Program”.

Those that take a lead role in the vanpool (“Vanpool Leads”) consist of the vanpool’s Leaseholder (who is also the applicant to the Vanpool Subsidy Program), the Primary Driver (if the Leaseholder is not also the Primary Driver), an Alternate Vanpool Reporter (if so designated by the Leaseholder) or an employer who leases the van on behalf of its employees. The Vanpool Leads are volunteer participants (“Participants”) in the Project. All other individuals that travel to and from a work location in the vanpool, are considered passengers (“Vanpool Passengers”) and are also voluntary participants in the Program.

WSP may award multiple contracts to Contractors selected as a result of this solicitation and reserves the right to award contracts for similar services outside of this RFP process. WSP reserves the right to accept or waive proposal anomalies deemed insignificant or materially inconsequential. WSP also reserves the right to not make any award from this procurement. Any Contractor selected by WSP must provide maintenance, insurance, emergency and non-emergency tow services, sales, marketing, customer service, and all other administrative services described further below. The Contractor must also assume all vehicle responsibilities and liabilities and ensure that vanpool drivers are qualified to operate the vehicle.

The Project addresses transportation and employment concerns of those not served efficiently by public transit. The target market as a result of this RFP includes government employees and other work forces of employers in the service area. Either the vanpool’s home or work end must be in the Eastern Riverside County service area (refer to image below). SunLine is the public transit provider for the Coachella Valley area of Eastern Riverside County, and is the sponsor of this Project. WSP reserves the right to select more than one Proposer (“Contractor” or “Bench Contractor”) because of this RFP.
SunLine has contracted with WSP to establish a Transportation Demand Management (TDM) program for Eastern Riverside County, using federal funds from the Congestion Mitigation and Air Quality (CMAQ) program for a six-year duration. Furthermore, WSP will be the entity procuring and overseeing the Project’s vanpool Contractor(s) and the resulting Standard Services Agreement(s). A vanpool program that provides a monthly and ongoing subsidy is a core element of this Project. This Project will continue to provide a formal outreach effort and vanpool program to create and sustain vanpools traveling to jobs within Eastern Riverside County, specifically to areas not currently served by transit.

The SunLine Vanpool Program is defined by the following characteristics that the Contractor and Leaseholder must comply with in order to qualify for and receive an ongoing subsidy:

1. a transit mode comprised of vans, small buses, or other vehicles that can transport seven (7) to 15 individuals (including the driver);
2. is dedicated to and operates as a ridesharing arrangement for the vehicles’ passengers at least 12 days during each calendar month;
3. travels at least 25 miles roundtrip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s), with the origin and/or destination being to or from Eastern Riverside County; and
4. maintains a minimum vanpool occupancy at 70% or higher at the time the application is submitted to WSP for consideration and at 50% or higher on a monthly, ongoing basis.

The vanpool driver is a volunteer and shall not be paid by the Program for driving the vehicle, and is “counted” as a passenger in the vanpool. Vanpools must also be in compliance with the requirements stipulated in WSP’s Prime Agreement with SunLine, and all public transit rules, including the Federal Transit Administration’s (FTA) “Buy America” provisions, the Americans with Disabilities Act (ADA) provisions and be open to the general public.

Applicants that apply for the Vanpool Subsidy Program must do so through the SunLine Vanpool Program application and reporting system at SolVan.org. There are detailed procedures contained on SolVan.org by which the Leaseholders apply for, maintain and report on their vanpool activity, online. In addition, the Contractor will provide to WSP Leaseholder information and submits monthly invoices and annual reports, either online or through forms created by WSP. Contractor shall comply with all WSP requirements for uploading information for a vanpool subsidy application and maintain that information during the period the vanpool is subsidized. This online vanpool application, reporting and database system will be referred to throughout this RFP as the System (“System”) or as “SolVan.org”.

Prior to Vanpool Subsidy Program approval, the Leaseholder must enter into a month-to-month lease with the vanpool provider of his/her choice from the list of vanpool Contractor(s) selected via this RFP. The Leaseholder shall be responsible for coordinating fueling of the vehicle, arranging for regular maintenance and/or needed repairs and collecting monthly fares from passengers. Vanpool Leads and Passengers pay the balance of the monthly vanpool service charges, less the monthly subsidy from WSP, and are also responsible for paying for additional operating costs, such as fuel, tolls, parking fees, etc., and these costs are not subsidized by WSP/SunLine.

The Contractor, and not WSP or SunLine, will enter into a leasing agreement with the individual leasing the vehicle (“Leaseholder”). The Leaseholder will be the applicant to the Vanpool Subsidy Program, and WSP will review and approve each Leaseholder’s application prior to that person being approved to participate in the Vanpool Subsidy Program. The Leaseholder shall lease the vehicle from the WSP-contracted Contractor only, and said lease is subject to the following minimum criteria. Upon execution of a Contractor and WSP Standard Services Agreement as a result of this RFP, the Contractor shall provide to WSP for review and approval, Contractor’s standard Contractor/Leaseholder lease (“Standard Lease”). The Standard Lease shall in no event conflict with any term of this RFP, the Prime Agreement, or Contractor’s Standard Services Agreement with WSP. The template Contractor Standard Lease must be submitted and reviewed by WSP prior to the commencement of the Vanpool Subsidy Program approval.
The vanpool Contractor(s) shall provide the vehicles, equipment, supplies and other materials, maintenance, emergency and non-emergency towing services, maintenance facilities, employees, insurance, and any other items necessary to provide the services in accordance with the Standard Services Agreement. Should the Contractor provide vehicles that require alternative fuel (Battery Electric, Hybrid-Electric Plug In, Natural Gas, Hydrogen, etc.), Contractor shall ensure that vehicle fueling and related infrastructure is reasonably available and Proposer shall address how the vanpool groups will fuel at the home and the work end, as well as the availability of alternative fueling infrastructure in the service area. Should there be no current alternative fuel infrastructure available in the service area, but the Proposer intends to offer alternatively fueled vehicles, and the Proposer is aware of funding or plans to install infrastructure during the contract term, identify those projects, the implementing entity and funding for the project(s). WSP, SunLine and its agents shall not be responsible for funding, installing, maintaining and/or availability of vehicle fueling infrastructure, or for fleet administration, including passenger fare collection. The Contractor assumes all legal and financial responsibility of vehicle operations.

Proposers are encouraged to provide alternative fuel vehicles where the alternative fuel and maintenance are readily available at the home end AND the work end, and emergency and non-emergency roadside assistance is available in a timely manner, throughout each vanpool’s entire route. In addition, all alternative fuel vehicles provided shall have the ability to provide a round trip commute to adequately meet the commute distance of a given vanpool group.

SunLine (and not the Contractor) will serve as the reporting entity into the National Transit Database (“NTD”) system, for the SolVan vanpool program. However, the Contractor(s) shall provide to WSP and/or SunLine all required Contractor-related performance data needed for monthly and/or annual National Transit Database (NTD) reporting information, in a format identified by WSP and/or SunLine.

WSP shall pay Contractor up to $400.00 per month for each WSP-approved vanpool registered in the Program for petroleum-based vehicles (such as non-plug in hybrids, gasoline, natural gas, propane and/or dual fuel vehicles) and $500.00 per month for zero emission vehicles (such as battery electric, plug-in electric or fuel cell vehicles). During the contract term and at SunLine’s sole discretion, SunLine may increase the monthly subsidy amount across the entire program, or on a per vanpool basis. The subsidy’s amount is determined by WSP in accordance with the FTA Capital Cost of Contracting policies. WSP and/or SunLine reserves the right to rescind the Subsidy Program at any time, for whatever reason, including but not limited to lack of funding. The balance of the monthly lease cost is paid by the Participants and Vanpool Passengers.

The subsidy amount shall not exceed 50 percent of the total lease cost of each van unit. Where the subsidy is found to be in excess of 50% of the total lease cost of an individual van unit, the subsidy shall be reduced to an amount that is within the 50 percent threshold. For example, a van with a total lease cost of $700.00 would receive a reduced subsidy of $350.00 for that unit. Each vanpool application will be reviewed on an individual basis to determine the appropriate subsidy amount per the WSP/SunLine program guidelines. Averages of fleet-wide lease costs will not be considered.

Since the SolVan program was launched in August 2017, the program has approved 14 vanpools and currently has five active, subsidized vanpools. Based on targets established for the program, it was anticipated that the Program will subsidize up to 20 vanpools. However, neither SunLine nor WSP makes any guarantee, representation, or commitment that additional funding will be available to continually grow the number of participants.

B. Contractor Responsibilities. WSP does not administer van leases; nor does it provide direct vehicle-related customer service. Instead, WSP requires that the Contractor fulfill these roles. Actual van leases resulting from this Subcontract shall be solely between the Contractor and the Leaseholder. Contractor shall perform the responsibilities and provide the deliverables set forth in this Scope of Work at no additional cost to WSP or the Leaseholder beyond the lease payments and subsidies provided for above. Contractor agrees to perform the following at no additional cost to WSP or the Leaseholder:
1. **Vehicle Offerings and Prices.** The Contractor shall supply the vehicles, equipment, supplies and other materials, maintenance, emergency and non-emergency towing services, maintenance facilities, insurance, and any other items necessary to provide the services in accordance with the Standard Services Agreement. Contractor shall provide in its Proposal the vanpool monthly vehicle lease rates by vehicle type, showing the full lease rate by vanpool and by person, based on the daily round-trip mileage estimates and which are not adjusted by the Subsidy Amount, fuel, vehicle cleaning, or any additional costs. Proposers shall submit their vehicle lease rates for the current fiscal year on the Vehicle Cost Matrix Form, Attachment 4, in response to this RFP. During the Contractor’s Standard Services Agreement term, Contractor shall update the Vehicle Cost Matrix Form by June 1st of each year for the period of July 1st through June 30th of the following year (SunLine’s fiscal year period). At its discretion, WSP may elect to post the vanpool vehicle lease rates on SunLine or other designated website(s) for general information purposes.

2. **Vehicle Capacity, Age and Condition.** Contractor shall make available vehicles that will seat a minimum of seven (7) passengers to a maximum of fifteen (15) passengers, including the driver. WSP will entertain Proposer submitting one of the two levels of leased vehicles, or both levels of leased vehicles within the following pricing structure:
   a. Leased vehicles that are four (4) model years of age or younger, at the inception of the lease between Contractor and Leaseholder and do not exceed an odometer reading of 100,000 miles, during the entire time period the vehicle is subsidized.
   b. Leased vehicles that are six (6) model years of age or younger at the inception of the lease between Contractor and Leaseholder and do not exceed 200,000 miles during the entire time period the vehicle is subsidized.

   Based on Contractor’s pricing in each level, Contractor shall replace any vehicle before that vehicle exceeds these limits. Should a Leaseholder request to continue with a Contractor vehicle that has more than 200,000 miles and/or is older than six (6) model years of age, and the Contractor provides to WSP documentation that the vehicle complies with the WSP program requirements and the Standard Services Agreement, at WSP’s sole discretion, WSP may grant a waiver to the vehicle age and mileage limit. Regardless of the proposed pricing level, Contractor shall replace any vehicle that experiences two (2) or more mechanical failures / breakdowns in a one (1)-month period. All vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), and all other applicable State and Federal laws and regulations. Contractors are responsible for vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.

3. **Spare Vehicles.** Contractor shall have available, within a 90 minutes of the leased vanpools’ home or work destination, available “spare” vehicles to provide should a vanpool require a temporary vehicle to replace an active vehicle (due to a breakdown, or scheduled maintenance or needed repairs). Contractor shall have an available spare vehicle ratio that is one or 5% of the active fleet, whichever is greater. For example, should SolVan subsidize ten (10) vanpool vehicles, then Contractor shall have readily available a minimum of one (1) spare vehicle, available to deploy should a vanpool require a replacement vehicle.

4. **Vehicle Equipment and Features.** Contractor shall provide at a minimum, the following equipment and features with each vehicle at the time of delivery to Leaseholder. Should a WSP audit find that Contractor is not compliant with contractual requirements, Contractor shall bring any non-compliant item into compliance within three (3) business days. Each vehicle’s equipment and features shall include, but not be limited to:
   a. First Aid Kit, fully stocked with sufficient supplies appropriate for the vehicle’s maximum passenger capacity;
   b. For compliance with California Vehicle Code Section 34509, fire extinguisher rated for at least Type A, B, and C fires and first aid kits for vehicles with a
seating capacity of 11 to 15;
c. Functioning seatbelts for all seated positions and driver, front passenger, and side airbags consistent with the standard equipment specifications for the model year of the vehicle being leased;
d. Power steering, automatic transmission, power windows and power locks;
e. Air conditioning and heating;
f. Bluetooth connectivity (if standard and available);
g. Full floor carpeting and cloth seating; and
h. AM/FM radio with CD player and audio auxiliary jack (if standard and available).

5. WSP reserves the right, but not the obligation, to conduct a physical inspection and audit of vehicles for compliance. Should WSP find that Contractor is not compliant with contractual requirements that pertain to the vehicle safety, passenger safety, and/or vehicle operations and maintenance (to include, but not be limited to items B.4.c through B.4.e above), Contractor shall bring any non-compliant item(s) into compliance within one (1) business day or temporarily/permanently replace the non-compliant vehicle with a compliant vehicle. On all compliance issues that are not related to Vehicle safety, passenger safety and/or Vehicle operations and maintenance (including, B.4.f through B.4.h above), Contractor shall bring any non-compliant item(s) into compliance within five (5) business days or temporarily/permanently replace the non-compliant Vehicle with a compliant Vehicle. If Contractor fails to remedy/replace a non-compliant Vehicle pursuant to the contractual terms, WSP may withhold the monthly subsidy amount for each non-compliant Vehicle.

6. **Personal Use.** The purpose of the lease shall be for home to work and/or vocational/post-secondary education commuter trips. Any use of the leased vehicle where the vehicle travels to locations other than from home to work and/or school and from work and/or school and back to the home end, is defined as Personal Use (“Personal Use”) of the leased vehicle. Personal Use of the vehicle may be negotiated between the Leaseholder and Contractor, and if included in the lease, shall not exceed 20% of the total van miles driven during a calendar month period. The subsidy shall in no way be accounted for personal use of the vehicle in excess of 20% of the total van miles driven during a calendar month period.

7. **Lease Term.** Contractor shall charge Leaseholders a monthly lease rate not to exceed the Contractor’s annual pricing information. Actual lease rates may be less than as contained in the agreement or provided to WSP on the 1st of June each year. All lease agreements must be on a month-to-month basis unless the Leaseholder (at his/her sole discretion) requests and negotiates a longer lease term. Rates shall be provided for the current fiscal year as contained in the Vehicle Cost Matrix Form (Attachment 4).

8. **Marketing.** Contractor shall seek to grow the Program by actively soliciting new customers and adding more vanpools to the Program. Contractor shall endeavor to increase the number of vans participating in the Program, by:
   a. Soliciting new customers and adding more vanpools in conjunction with market opportunities;
   b. Reducing the number of vanpool terminations due to loss of riders by actively assisting vanpools to fill empty seats;
   c. Refraining from directly soliciting existing vanpool participants with the intention of increasing market share without contributing to the overall growth of the Program;
   d. Creating promotional materials that clearly describe the Contractor services, as well as SunLine’s/ WSP’s role in the Program. All marketing materials that reference the Vanpool Program Subsidy shall, prior to distribution, be reviewed and approved by WSP, and provided in a user-friendly, electronic format.
   e. Based on the type of vanpool vehicle, affix decal(s) that have been designed,
produced and provided by WSP. The decal will display the program’s logo and
contact information.

f. Allowing for placement of WSP or partner materials in the interior of each leased
van.

g. Directing all new and potential Program Participants/applicants to the WSP
application, reporting and database tool/System; and

h. Promoting WSP’s and/or SunLine’s vanpool tools, outreach materials, website
and other transit/ridesharing resources, when conducting vanpool formation
meetings. Marketing Deliverables shall include, but not be limited to:

i. Periodic meetings or conference calls with WSP and SunLine staff to review
the marketing and outreach activities conducted by Contractor during the prior
month, and identify upcoming activities;

ii. All Program-specific promotional materials distributed during the prior
period;

iii. Summaries of outreach efforts and meetings with employer or employee
groups; and

iv. Monthly Participant Lease invoices.

9. **Customer Service.** Contractor shall provide personnel necessary to offer timely and
effective customer service and support to Program Participants. Identify contact
information during business hours, as well as contact information during other non-
business hour timeframes.

10. **Insurance.** Insurance coverage requirements are set out in Article 12 of the WSP
Subcontract Standard Terms and Conditions, supplemented by the provisions contained
in Section I.O in the Proposal Instructions above.

11. **Maintenance.** Contractor shall:

   a. Employ a scheduled maintenance program, as well as an unscheduled repair
   program, to ensure continued reliability and performance of the vehicles used in
   the Program.

   b. Arrange and make available a vehicle repair service location that is within ten (10)
miles of either the Participant’s home or work location.

   c. Describe your approach, timing and responsiveness to situations where a
   Participant brings a vehicle to a repair facility vs. repair is done at Participant’s
   home/work end (such as windshield repair) or, Contractor brings a vehicle to the
   Participant’s home/work end while Participant’s primary vehicle is under repair.

   d. Develop a set of procedures that ensure prompt reimbursement of Participants for
   incidental expenses or emergency repairs incurred; provide those procedures to
   WSP.

   e. In the event of breakdown of a van or repair that extends beyond 1 day, Contractor
   shall provide a replacement vehicle, in a timely manner, to minimize the delay of
   arrival to work, or to meet the vanpool group by shift end, or to complete
   transportation home from work as applicable at the time of breakdown.

   f. WSP reserves the right to conduct a physical inspection and audit of vehicles for
   compliance, as identified in Section B.4.

12. **Towing Assistance.** Contractor shall describe in its Proposal how it will provide
emergency and non-emergency towing and repair assistance to leased vehicles while in
service/operation and will be available at all times. This service shall include, but not be
limited to not only towing and replacing the vehicle, but also the repair of flat tires,
gas/alternative fuel delivery, battery jumps and lock-out services.

13. **Driver Selection, Orientation and Lease Revocation.** Contractor shall provide to WSP
Contractor’s selection and orientation procedures for the vanpool’s primary driver and
backup driver(s). Contractor shall identify Contractor’s criteria for revoking or suspending a lease or driver privileges and procedures/penalties if the Leaseholder were to terminate the lease. Selection, orientation and revocation and termination procedures shall be provided to WSP.

14. **Vehicle Changes.** Contractor shall identify how vehicle changes occur, either on a temporary or permanent basis, for vanpool start-up, replacement and terminated vanpools and the timing/process and procedures for changes.

15. **Complaints/Grievances.** Contractor shall identify how Participant complaints are handled and addressed, and at what point in time Contractor notifies WSP of such complaints or grievances.

16. **Periodic WSP/SunLine/Contractor Meetings.** Contractor shall attend meetings as scheduled by WSP. Meetings may occur during Contractor start-up, System orientation and training, and when new Contractor staff are assigned to the Program. WSP may also schedule meetings to coordinate Contractor’s outreach and marketing efforts. Contractor shall provide the personnel and marketing resources necessary, and participate in scheduled marketing campaigns, events, and activities in coordination with WSP.

17. **Completeness/Effectiveness.** Contractor shall assist WSP to continuously improve Program effectiveness and to reduce Program administrative costs by:
   a. Providing timely and high-quality updates to applications in the System, within three (3) days of a vehicle, lease or leaseholder change;
   b. Providing timely and high-quality invoicing and reporting at month end and at fiscal year-end;
   c. Facilitating the completion of periodic WSP-provided surveys of Participants and Vanpool Passengers, which may include post-participation surveys for those that terminate their involvement with the program; and
   d. Actively participating in business process reviews and assist with the implementation of process improvements.

18. **Reporting Support.** Provide personnel and tools necessary to offer timely and accurate monthly and annual reporting as required by WSP and/or the NTD. The Contractor shall provide, and enter into a WSP-prescribed format, all Contractor-related performance data needed for monthly and annual NTD reporting. The FTA may amend the NTD reporting requirements, and, it is up to the Contractor to be familiar with those requirements that are on the FTA website at: [https://www.transit.dot.gov/ntd](https://www.transit.dot.gov/ntd).

19. **Application Process.** Contractor shall direct Leaseholders who will be applying to the Program, to the SolVan website so they may qualify first prior to submitting an application. Upon qualifying, the Leaseholder may only then submit an application through SolVan.org. The Leaseholder, the Primary Driver (if not the Leaseholder) as well as an Alternate Vanpool Reporter will be required to review and sign through SolVan.org, a Participation Agreement that must be executed prior to subsidy approval. Prior to subsidy approval, the Contractor’s required information shall be submitted into the System, and shall include, but is not limited to: a PDF of the executed Leaseholder’s lease/rental agreement with Contractor, as well as vehicle information, to include vehicle make/year/model, vehicle maximum seating capacity, date of the vehicle possession, the monthly miles the lease amount is based upon, monthly lease amount (including the subsidy), average vehicle’s miles per gallon, vendor vehicle unit #, the vehicle’s odometer upon possession and the vanpool’s start date. All completed applications will be reviewed and approved by WSP only when the Leaseholder and Contractor information is complete and accurate. The subsidy start date is at WSP’s sole discretion, and may begin on a date other than the first of the following month. WSP/SunLine reserves the right to change any application deadline or subsidy start dates.

20. **Approved Application Changes.** Contractor shall notify WSP through the SolVan.org online systems, within five (5) business days of the occurrence:
a. Termination of a vanpool, including the reason for termination;
b. A change in the Leaseholder (new Leaseholder) of an approved vanpool, the new
lease agreement and specifics on the lease and if a vehicle change;
c. Change in date of vanpool lease;
d. Address or phone number change for Participants;
e. Vehicle change, including the new make/model/year, miles per gallon, odometer
upon possession, maximum seating capacity and new vehicle unit ID #;
f. Change in monthly lease amount; and/or
g. Contractor change of a vanpool.

21. Emergency Ride Home. Proposer shall describe if it intends to provide a specific number of
annual rides home to a Participant and/or a Vanpool Passenger who experiences a mid-day
emergency such as flood/fire to the home, illness of self or dependent (not work related).
If an emergency ride home service is provided and included with the monthly lease, or if
the vanpool group is charged an additional fee for Contractor to provide this service,
describe the program, the process to request and approve an emergency ride home, and
program limitations.

C. Contractor Deliverables. During the course of the Standard Services Agreement period,
Contractor shall:
1. Within three (3) days of a completed Leaseholder application and WSP notification, submit
via the SoLVan.org system all Contractor-required information for subsidies to commence
on a date as determined by WSP (pending WSP approval).
2. By the 7th of each month following a month contract period, email to WSP in a WSP-
prescribed Microsoft Excel format, a Contractor invoice that provides the following
information in each column, for vanpools subsidized in the prior calendar month period:
a. Sequential count of Vans in the month period subsidized by;
b. SoLVan Vanpool ID;
c. Contractor Vehicle Unit number;
d. Contractor/Leaseholder Lease Agreement number/ID;
e. Leaseholder first name;
f. Leaseholder last name;
g. Subsidy start date;
h. Total lease cost;
i. Subsidy amount;
j. If applicable, vanpool termination date and the final subsidy (as determined by WSP,
based on the date of termination and other commuting characteristics);
k. Number of available spares; and
l. All other relevant information, comments and notes regarding the status of each
vanpool and the Program (i.e. if Vanpool terminated during the month).

If an Invoice has any discrepancy and is not consistent with the System information/data,
WSP will return the invoice to Contractor for corrections to the invoice or into the System,
and then Contractor will re-submit the invoice to WSP. WSP will not disperse subsidies
for Vanpools that were not approved by WSP during the month period. WSP will not
forward an invoice for payment until all Leaseholder reporting is complete and accurate
and is consistent with Contractor invoicing, and the invoice is correct and matches all data
in the System.

3. Along with the monthly invoice submittal, Contractor shall provide for the same
monthly invoice period a summary the following reports and activities. Note that
any incident, involving a vanpool vehicle, must be reported by Contractor to WSP per
the most recent FTA Safety and Security Policy Manual, found at this link. Contractor to
inform WSP should any of the following occur, with sufficient detail so as WSP can
determine if reportable to the FTA/NTD:
a. Regional sales, marketing and outreach activities,
b. If any, ADA vehicles were requested and a description of the type of ADA
   improvements, by Vanpool ID and Contractor Vehicle number, and Contractor
response,
c. If any, major mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response,
d. If any, other mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response, and
e. As defined by the FTA and NTD, by Program Vanpool ID and Contractor Vehicle number, identify if there were any major incidents or accidents (defined as resulting in a fatality or property damage in excess of $25,000), or non-major incidents or accidents (resulting in property damage and/or results in any injury that requires medical attention away from the scene of the incident), and Contractor response, and such other relevant information as WSP may require.
f. Contractor shall update current Program and Leaseholder changes by the last day of the month that the change took effect.

4. Submit to WSP annual NTD reports and forms, as required by the NTD, WSP and SunLine, by no later than the last working day of August of each year, with report data based on SunLine’s prior annual fiscal year (July 1st through June 30th). Contractor will submit the information directly to WSP in a Microsoft Excel format, which shall include, but not be limited to the following sheets:
   a. Leaseholder Annual Lease Cost Report. Per each WSP/Vanpool ID that was subsidized during entire fiscal year, provide in a Microsoft Excel spreadsheet, by vanpool and by month and by the vanpool's SolVan ID the following:
      i. Leaseholder’s first and last name;
      ii. Each Contractor Vehicle unit number assigned during the year;
      iii. Lease cost listed monthly per Contractor vehicle unit and vanpool ID; and
      iv. Total lease by vanpool ID for the fiscal year.
   b. Provide in a Microsoft Excel spreadsheet, the FTA/NTD A-30 form with information about the vehicles types assigned to the Program during the fiscal year period. Information will be provided in a spreadsheet (provided by WSP) and will include the following information by vehicle make/model/year assigned to the program during the past fiscal year. Information by vehicle type will include, but not be limited to:
      i. Total number of vehicles assigned by type;
      ii. Vehicle type (minivan, sport utility vehicle or Van, as defined by FTA);
      iii. Manufacturer;
      iv. Model;
      v. Year manufactured;
      vi. Fuel type;
      vii. Vehicle length;
      viii. Seating capacity;
      ix. If the vehicle is ADA accessible;
      x. Total miles the vehicles in this type/category traveled during the fiscal year; and
      xi. Average lifetime miles, by each vehicle type.
   c. Provide in a Microsoft Excel format the FTA/NTD F-30 form with details of Contractor’s costs incurred including the following rows of line items by these column categories: Vehicle Maintenance and Facility Maintenance:
      i. Labor;
      ii. Fringe Benefits;
      iii. Services;
      iv. Materials & Supplies;
      v. Fuels & Lubricants;
      vi. Tires and Tubes;
      vii. Other Materials & Supplies;
      viii. Utilities;
      ix. Casualty and Liability Costs;
x. Taxes;
xi. Interest Expenses;
xii. Leases and Rentals; and
xiii. Depreciation.

This Financial Report (NTD Form F-30) will not be accepted unless costs are separated in the above three categories/columns.

d. NTD Maintenance Performance Report (as required on NTD Form R-20). Details of vehicle maintenance issues, as defined by the FTA/NTD, to include, but not be limited to major mechanical failures and other failures by vanpool ID, Leaseholder and unit number. If requested, Contractor to provide a log/record of related failures, including maintenance, inspections, servicing and repairs performed for each vehicle, including the dates of service, odometer readings, and descriptions of the work performed.

Failure to provide the annual reports within the time requirements stated in this section above will result in the withholding of any subsidy payment until the annual reports are submitted in their entirety to WSP.
ATTACHMENT 2
PRIME AGREEMENT (redacted) and AMENDMENT #2 (redacted)
(following pages)
AGREEMENT FOR SERVICES
BETWEEN
SUNLINE TRANSIT AGENCY
AND
PARSONS BRINCKERHOFF, INC.

This Agreement for Services ("Agreement") is entered into as of this 19th day of September, 2016 by and between SunLine Transit Agency, a California joint powers agency ("Agency") and Parsons Brinckerhoff, Inc., a corporation ("Service Provider"). Agency and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECAPITALS

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

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

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

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

E. Service provider acknowledges that funding for this project was obtained in partnership with Leadership Counsel for Justice and Accountability and Lideres Campesinas, Inc. (Organizations). Service provider will pair with Organizations for marketing purposes focused on the agricultural communities of the Coachella Valley. Funding for the Organizations' work was accounted for in the project funding and is not part of the costs associated with this Agreement.

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 three (3) years commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the scope of work as set forth in the "Contract Documents" enumerated in Exhibit "A" (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 "B" attached hereto and incorporated by reference. Should the Services not be completed pursuant to that schedule as may be amended, and the failure to complete the services was caused by the Service Provider, the Service Provider shall be deemed to be in Default of this Agreement. The Agency, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

(c) Responsibility of Service Provider. The Service Provider shall accept responsibility for the loss and any damage to Agency property that is assigned for its, or any of its employees' use in the course of this agreement. This shall include, but not be limited to: desktop computer, monitor, telephone, laptop computer, mobile telephone. Agency's Information Technology Security Policy shall also be adhered to during the agreement and incorporated into the Contract Documents. Responsibility to its adherence will lie with Service Provider.

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, Agency agrees to pay Service Provider the amounts specified in Exhibit "C" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $[REDACTED], unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.
(b) Each month Service Provider shall furnish to Agency an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "C" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. Agency shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Agency, notification shall be made by Agency to Service Provider for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, marketing materials, logos, collateral materials and other documents prepared, developed or discovered by Service Provider as part of its Services pursuant to this Agreement shall become the sole property of Agency and may be used, reused or otherwise disposed of by Agency without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to Agency all such original maps, models,
designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, marketing materials, logos, collateral materials and other documents directly related to the Services performed hereunder.

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.
(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Agency. Service Provider shall have no authority to bind Agency in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Agency, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Agency.

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

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

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. 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” “Contract Documents” that shall also be applicable to Service Provider’s work under this Agreement.

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

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither Agency, nor any elected or appointed boards, officers, officials, employees or agents of Agency, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.
SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 16. INDEMNIFICATION.

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

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

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

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.
(a) **Termination for Convenience.** Agency may terminate this Agreement, in whole or in part, at any time by giving written notice of termination to Service Provider if Agency determines that termination is in its best interest. In the event such notice is given, Service Provider shall cease immediately all work in progress. Service Provider shall be paid its costs, including contract close-out costs, on work performed up to the time of termination.

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

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

SECTION 21. **DEFAULT.**

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

SECTION 22. **EXCUSABLE DELAYS.**

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

SECTION 23. **COOPERATION BY AGENCY.**
All public information, data, reports, records, and maps as are existing and available to Agency as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

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

To Service Provider: Parsons Brinckerhoff, Inc.
Attn: Douglas B. Sawyer
451 E. Vanderbilt Way, Suite 200
San Bernardino, CA 92408

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. AMENDMENT.
No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the Agency. The General Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the General Manager's contracting authority under the Agency's ordinances, rules and regulations. All other amendments shall be approved by the Agency's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

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

SECTION 28. BINDING EFFECT.

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

SECTION 29. FEDERAL PROVISIONS.

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

SECTION 30. WAIVER.

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

SECTION 31. LAW TO GOVERN; VENUE.

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

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 33. ENTIRE AGREEMENT.

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

SECTION 34. SEVERABILITY.

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

SECTION 35. CONFLICTING TERMS.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.
NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY. IN THE EVENT THE SERVICE PROVIDER IS A CORPORATION, THE SIGNATURES OF TWO SEPARATE PERSONS HOLDING DIFFERENT OFFICES MUST BE PROVIDED.
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
COUNTY OF RIVERSIDE

On October 17, 2016, before me, Diann LaRiccia, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: ________________________________

- Individual
- Corporate Officer

Title(s)

- Partner(s)
- Limited
- General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: ________________________________

Number Of Pages: ________________________________

Date Of Document: ________________________________

Signer(s) Other Than Named Above: ________________________________
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On ____________, 20__, before me, __________________________, Name And Title Of Officer (e.g. "Jane Doe, Notary Public") personally appeared __________________________, Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: __________________________

Individual
Corporate Officer

Title(s)

Partner(s)
Limited
General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above
EXHIBIT "A"
CONTRACT DOCUMENTS

- Change Orders/Amendments issued by Agency, signed by Service Provider and (if necessary) approved by the Board
- This Agreement
- Request for Proposals dated February 20, 2016 and Addendum No. 1 dated March 11, 2016
- Schedule of Performance dated September 1, 2016
- Service Provider's Final Proposal Update documents dated October 3, 2016
- Service Provider's Update documents dated June 23, 2016
- Service Provider's Update documents dated May 11, 2016
- Service Provider's Proposal dated March 18, 2016
- SunLine Transit Agency Information Technology Security Policy dated September 23, 2015

If there is a conflict between any of the Contract Documents, the documents highest in precedence shall control. The order of precedence of the Contract Documents shall be as listed above.
EXHIBIT "B"
SCHEDULE OF PERFORMANCE
EXHIBIT "C"
COMPENSATION

I. Service Provider shall use the following rates of pay in the performance of the Services:
III. Service Provider’s total submitted budget, is as follows:
EXHIBIT "D"
INSURANCE

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

Only the following "marked" requirements are applicable:

__X__ Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Service Provider and Agency against liability or claims of liability which may arise out of this Agreement in the amount of 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 Agency.

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

_____ Professional Liability Insurance: Professional liability insurance appropriate to the Service Provider's profession in an amount not less than one million dollars...
$1,000,000 per occurrence. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider’s services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the Agency submit written evidence of this continuous coverage.

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

1. **All Coverages.**
   
   a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, materially changed except after 30 days’ prior written notice by certified mail, return receipt requested, has been given to Agency.

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

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

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

   c. Service Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
d. The insurer waives all rights of subrogation against the Agency, its elected or appointed officers, officials, employees or agents.

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

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

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

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

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

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

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

3. Civil Rights.
   a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act
of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Service Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Service Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Service Provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.

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

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

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

   a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Agency’s overall goal for DBE participation is 8%. A separate goal has not been established for this procurement.
   b. The Service Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Service Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Service Provider to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
   c. Service Provider will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
   d. Service Provider is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Service Provider’s receipt of payment for that work from the Agency. In addition, the Service Provider is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.
   e. The Service Provider must promptly notify Agency whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Service Provider may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Agency.

5. Energy Conservation - The Service Provider agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
6. **Federal Changes** – Service Provider shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. Service Provider’s failure to so comply shall constitute a material breach of this Agreement.

7. **No Obligation By The Federal Government**
   a. The Agency and Service Provider acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Agency, Service Provider, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
   b. The Service Provider agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. **Program Fraud and False or Fraudulent Statements or Related Acts.**
   a. The Service Provider acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Service Provider certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Service Provider further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Service Provider to the extent the Federal Government deems appropriate.
   b. The Service Provider also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Service Provider, to the extent the Federal Government deems appropriate.
c. The Service Provider agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. **Drug and Alcohol Testing** – Service Provider agrees to participate in Agency’s drug and alcohol program established in compliance with 49 CFR 653 and 654.

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

11. **Clean Air** - The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Service Provider also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

12. **Clean Water** - The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Service Provider also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
FIRST AMENDMENT TO 16-009 TRANSPORTATION DEMAND MANAGEMENT

This First Amendment to 16-009 Transportation Demand Management ("First Amendment"), is hereby entered into this ___ day of August, 2019 by and between the SunLine Transit Agency, a Joint Powers Authority ("Agency"), and WSP USA Inc., a Corporation (formally Parsons Brinckerhoff) ("Service Provider"), as follows:

RECATALS

A. Agency and Service Provider entered in an agreement for Transportation Demand Management on September 19, 2016 ("Agreement"). The Agreement provides that Service Provider will perform transportation demand management services.

B. In May 2017 Service Provider (WSP/Parsons Brinckerhoff) informed Agency that they would now operate under the name WSP USA Inc.

C. This First Amendment amends the Agreement to extend the term of agreement by three (3) years and amend Exhibit "C".

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. AMENDMENT. The Agreement is hereby modified and amended as follows:

1.1 TERM OF AGREEMENT. Section 1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for six (6) years commencing on the date first ascribed above."

1.2 COMPENSATION AND METHOD OF PAYMENT. Section 4 of the agreement is hereby amended as follows:

"Subject to any limitations set forth in this Agreement, Agency agrees to pay Service Provider the amounts specified in amended Exhibit "C" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ____________, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement."
(b) Each month Service Provider shall furnish to Agency an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. Agency shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Agency, the original invoice shall be returned by Agency to Service Provider for correction and resubmission.

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

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

2. GENERAL PROVISIONS.

2.1 Remainder Unchanged. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 Integration. This First Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 Effective Date. This First Amendment shall not become effective until the date it has been formally approved by the Agency and executed by the appropriate authorities of the SunLine and Service Provider.
2.4 Applicable Law. The laws of the State of California shall govern
the interpretation and enforcement of this First Amendment.

2.5 References. All references to the Agreement include all their
respective terms and provisions. All defined terms utilized in this First Amendment have
the same meaning as provided in the Agreement, unless expressly stated to the
contrary in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First
Amendment to the Agreement on the date and year first written above.

AGENCY:

SunLine Transit Agency

By:  

Lauren Skiver, CEO/General Manager

SERVICE PROVIDER:

WSP USA Inc.

By:  

Name: BASEM MUBLEM
Title: OPERATIONS MANAGER

By:  

Name: __________________________________________
Title: __________________________________________

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED,
AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY
BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION,
OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE
PROVIDER'S BUSINESS ENTITY.
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On July 16, 2019
before me, Diann L. LaRiccia, CALIF. Notary Public

personally appeared Basem Muallem

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

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

WITNESS my hand and official seal.

OPTIONAL

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

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: __________________________

" Individual
" Corporate Officer

Title(s)

" Partner(s) " Limited
" Attorney-In-Fact " General
" Trustee(s)
" Guardian/Conservator
" Other: __________________________

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: __________________________
Number Of Pages: __________________________
Date Of Document: __________________________

Signer(s) Other Than Named Above: __________________________
<table>
<thead>
<tr>
<th>Company</th>
<th>Employee Name</th>
<th>Employee Title</th>
<th>Direct Rate</th>
<th>Escalated Direct Rate</th>
<th>Oh (Before FCC)</th>
<th>FCC</th>
<th>Profit</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSP USA Inc.</td>
<td>Debra Meier</td>
<td>Sr Supv Planner</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WSP USA Inc.</td>
<td>Muhammad Bassem</td>
<td>Principal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WSP USA Inc.</td>
<td>Elizabeth Woodward</td>
<td>Prin Technical Specialist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WSP USA Inc.</td>
<td>Nicole Ventimiglia</td>
<td>Asst Technical Specialist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WSP USA Inc.</td>
<td>Trinette Smerko</td>
<td>Project Accountant II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WSP USA Inc.</td>
<td>Victoria Long</td>
<td>Sr Contract Admin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WSP USA Inc.</td>
<td>Christopher Park</td>
<td>Technical Specialist I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 3

SUBCONTRACT STANDARD TERMS AND CONDITIONS

(following pages)
ARTICLE 4: INVOICES; PAYMENT

incorporated herein and made a part hereof for all purposes. With regard to the services to be performed by it, Subcontractor assumes toward WSP all of the obligations and responsibilities that WSP assumes toward the Client under the Prime Agreement Terms and Conditions, and Subcontractor shall be bound by all of the Prime Agreement Terms and Conditions to the same extent as WSP is bound thereby. In the event of any conflicts or ambiguities between or among provisions of this Subcontract, or between this Subcontract and the Prime Agreement Terms and Conditions, with the exception of the following (a) through (c), the provision that imposes the more stringent requirement on Subcontractor shall take precedence: (a) all Federally-mandated terms shall control over any conflicting provision; (b) the limits of insurance stipulated in Article 12, Insurance, shall control unless the Prime Agreement establishes higher mandatory minimum limits for subcontractors; and (c) the terms of Article 16, Work Product, shall control over any conflicting provision.

Subcontractor shall include in all lower-tier subcontracts those provisions of the Prime Agreement Terms and Conditions that are required to be so included, and shall require all lower-tier subcontractors to comply with such provisions for the duration of their respective subcontracts. Subcontractor shall require each lower-tier subcontractor to make such disclosures and execute such attestations as may be required under the Prime Agreement Terms and Conditions, including but not limited to those required by state or federal statute associated with source of funding. The requirements of this paragraph are material, and failure to comply with its terms shall be cause for termination for cause.

ARTICLE 5: TERM OF AGREEMENT; PERFORMANCE

a. Term. The term of this Subcontract shall be for a period commencing with the effective date hereof and ending on the earlier of: (1) the date the Services have been satisfactorily completed, as determined and acknowledged by WSP in writing, and final payment has been made; (2) the date stated in any Notice of Termination issued by WSP pursuant to Article 14; or (3) the date the Prime Agreement is terminated.

b. Performance Schedule. Time is of the essence in Subcontractor’s performance of the Services under this Subcontract, and Subcontractor shall promptly commence performance of the Services on the effective date of this Subcontract unless otherwise instructed by WSP in writing, and complete them in accordance with the performance schedule established in the Subcontract.

c. Delays. Subcontractor shall promptly notify WSP in writing of any event or condition impacting Subcontractor’s ability to meet its performance schedule, together with the steps contemplated or taken by Subcontractor to mitigate the effect of such delay. Delays caused by force majeure events such as war, terrorist activities, civil insurrection, riot, acts of public authority, strike, embargo, explosion, fire, earthquake, flood, hurricane and other like catastrophic events, shall be excusable to the extent they could not reasonably be anticipated, mitigated, or avoided by Subcontractor, and did not result in whole or in part from Subcontractor’s fault or neglect.

Notwithstanding the foregoing, Subcontractor shall be entitled to such relief, whether additional time or compensation, as WSP obtains from Client for such delays.

ARTICLE 6: STANDARD OF CARE; QUALIFICATIONS AND LICENSES; KEY PERSONNEL

a. Standard of Care. Subcontractor shall perform the Services in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession performing the same or similar work under the same or similar circumstances in the locale where the Project is located. The parties acknowledge that neither WSP’s review, approval, acceptance or payment for the Services is intended, or shall it, constitute a waiver, release, or discharge of Subcontractor’s responsibility for the proper performance of the Services or liability for defects in same, or an assumption by WSP of such responsibility or liability.

b. Qualifications and Licenses. All Subcontractor personnel shall be duly qualified and competent to perform the work undertaken, and Subcontractor represents that all personnel performing Services or conducting activities in furtherance of this Subcontract shall be properly applicable tax rate under the Internal Revenue Code (currently 30%) and remit the tax to the Internal Revenue Service. In any instance where WSP withholds tax, WSP will provide Subcontractor with Form 1042S reporting the amount of tax withheld.

b. Payment. Contingent upon Subcontractor’s timely submittal of a proper invoice and supporting documentation, if required, WSP will pay those undisputed amounts due and owing within 10 days of the date of payment by Client to WSP for the Services covered by the invoice, less any amounts WSP may be authorized or required to withhold or deduct under the terms of this Subcontract, applicable law, or court order. In the event of non-payment by Client, both parties shall cooperate in seeking payment from Client. Notwithstanding anything to the contrary herein, WSP’s payment of fees and any expenses that are reimbursable pursuant to this Subcontract shall be deemed waived by Subcontractor if Subcontractor fails to invoice WSP for such fees or reimbursable expenses within 90 days from the date Services are completed.

c. Right to Withhold. It is expressly agreed that WSP shall be entitled to withhold payment pending correction of non-conforming Services and, unless prohibited under the Prime Agreement, other performance deficiencies, including but not limited to failure to comply with Articles 5(b), 6, 7, 8, 9, 10, 11, 12, 13(b), 16, 17, 18, 19, 21 and 23. WSP shall also be entitled to withhold retnaige in the same percentages and subject to the same conditions as WSP may be subject to under the Prime Agreement.

d. Obligation to Reimburse; Right to Deduct. Subcontractor shall immediately repay to WSP upon demand any overpayments, including but not limited to compensation disallowed as a result of an audit. Alternatively, WSP may elect to deduct overpayment amounts from monies due or to become due under this Subcontract. Failure to timely reimburse WSP for overpayments shall constitute a material default, regardless of overpayment amount.

ARTICLE 2: SCOPE OF SERVICES; UNAUTHORIZED AND EXTRA WORK

a. Services. Subcontractor shall perform, consistent with the standard of care stipulated herein and other terms and conditions of this Subcontract, the services set forth in the Subcontract (the “Services”). Subcontractor shall not subcontract any portion of the performance contemplated herein without the prior written consent of WSP.

b. Unauthorized and Extra Work. Subcontractor shall not proceed with performance of any Services or incur any costs, or be entitled to compensation or reimbursement for any Services performed or costs incurred, prior to the full and proper execution of this Subcontract and issuance of Notice to Proceed (“NTP”). Subcontractor shall not proceed with performance of any work in addition to that stipulated in the Subcontract, or be entitled to compensation therefor, or be entitled to reimbursement for costs incurred in connection therewith, prior to full and proper execution of a Subcontract amendment signed by both parties describing the work to be performed, the schedule for performance, and the compensation to be paid.

ARTICLE 3: COMPENSATION

Subcontractor shall be compensated for performance of the Services on a Unit Price basis up to a maximum amount not to exceed (TBD), calculated on the negotiated bill rates, cost components, and fee breakdown stipulated in Attachment 3, Compensation, annexed hereto and by reference incorporated herein and made a part hereof for all purposes.

ARTICLE 4: INVOICES; PAYMENT

a. Invoices. Subcontractor shall prepare monthly invoices in a format acceptable to WSP, and shall submit its invoices to WSP by the 7th day of the following month for Services provided during the prior month (the “Invoice Period”). Subcontractor shall include in each invoice a description of the Services performed during the Invoice Period for which payment is sought, and such additional information and/or supporting documentation as may be required under the Prime Agreement, or, as WSP may require. Any invoice submitted to WSP after the submittal deadline will be processed with the next succeeding invoice period submittal, and any overpayment amounts paid prior to the submittal period will not be reimbursed. US Non-Resident Subcontractors must indicate on all invoices the country in which the Services are performed. If any Services under this Subcontract are performed within the United States of America by the US Non-Resident Subcontractor (whose remittance address is not within the United States of America), the Subcontractor will be required to provide WSP with a properly-completed Form W-8BEN so that a lower treaty withholding tax rate can be applied to payments for Services, if applicable. If a properly completed Form W-8BEN is not received, WSP will withhold at the highest applicable tax rate under the Internal Revenue Code (currently 30%) and remit the tax to the Internal Revenue Service.
qualified and competent, and that personnel performing services or conducting activities for which a license or certification is required under local, state, or federal regulations shall be duly licensed and/or certified. All licenses and certifications shall be current at the time the work is performed.

c. Key Personnel. Subcontractor key personnel, if any, are designated in the Subcontract for this Project. Subcontractor’s key personnel shall not be replaced without WSP’s or Client’s prior written consent. In the event such individual becomes unavailable due to separation from employment with Subcontractor, long-term illness/disability, or death, WSP may elect to terminate this Subcontract or allow Subcontractor to nominate a replacement with equivalent qualifications for WSP’s approval, which shall not be unreasonably withheld. In the event Subcontractor fails to provide a suitable replacement, WSP shall have the right to terminate this Subcontract.

ARTICLE 7: INDEPENDENT CONTRACTOR

The parties affirm that Subcontractor is an independent contractor under subcontract to WSP, and is not in a joint venture, partnership, agent-principal or employer-employee relationship with WSP. Subcontractor shall, at its own expense, provide all equipment, materials, labor, services, and personnel required to perform the Services. Subcontractor, consistent with its status as an independent contractor, shall maintain complete control and direction over and responsibility for its employees, lower-tier subcontractors, and agents, and shall be solely responsible for the means, methods, sequences and techniques for carrying out the Services, and for the safety of its employees, subcontractors, agents and invitees. Subcontractor affirms that it shall not represent itself to be an agent of WSP or Client, or as having any authority to bind WSP or Client, and further affirms that it shall instruct its personnel that they are not, and are prohibited from representing themselves to be, officers, agents, or employees of WSP or Client, and have no authority to bind WSP or Client.

ARTICLE 8: CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

Unless required by law or Court order to do so, or unless prior written authorization is received from WSP or the Client, Subcontractor shall not disclose Confidential Information to anyone other than WSP, the Client, or such other entities as WSP or the Client may direct in writing. For purposes of this Article, “Confidential Information” shall mean (1) information designated as confidential in the Prime Agreement or a Prime Agreement task order; (2) data, information, processes, or documents provided to Subcontractor by or on behalf of WSP or the Client for use in performing the Subcontract; (3) Work Product, as that term has been defined in Article 16; (4) other information generated by Subcontractor in the course of performing the work that has been designated as confidential in the scope, NTP, or other directive authorizing the work; and (5) this Subcontract. Nor shall Subcontractor use such Confidential Information for any purpose other than the performance of Services under this Subcontract. Subcontractor shall instruct its employees and lower-tier subcontractors to comply with the terms of this Article, and shall obtain from its lower-tier subcontractors equivalent agreements to withhold and protect from disclosure all Confidential Information covered under this Article.

Confidential Information does not include information that:

a. is already known by or generally available to the public at large; or
b. is already in the possession of Subcontractor without confidentiality restrictions; or
c. becomes known to Subcontractor from a source other than WSP or the Client, and not subject to an obligation of confidentiality; or
d. was already independently developed by Subcontractor.

As provided under Public Law 114-153 Defend Trade Secrets Act of 2016 (DTSA), an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret under the circumstances and by means provided by the DTSA. Such disclosures include those (a) made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, and (b) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disburse the trade secret to the individual’s attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

Subcontractor shall instruct its employees to comply in all respects with the terms of this Article. Subcontractor shall include the provisions of this Article in all lower-tier subcontractors and shall require all lower-tier subcontractors to comply with its terms for the duration of their respective subcontracts.

ARTICLE 9: NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY; EMPLOYMENT ELIGIBILITY; ETHICS; DISADVANTAGED BUSINESS ENTERPRISES

a. Non-Discrimination and Equal Employment Opportunity. During the performance of this Subcontract, unless exempt under the terms of this Article, Subcontractor shall comply with the requirements of Executive Order 11246 (Equal Employment Opportunity), as amended, Section 503 of the Rehabilitation Act of 1973, as amended, Section 4202 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, implementing regulations 41 CFR §§ 60-1.4(a), 60-250.5, 60-300.5(a), and 60-741.5(a), and Executive Order 13496 (Employee Rights under NLRA), the terms of which are incorporated herein by reference. Subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual preference, disability, age (40+), marital status, public assistance status, or status as a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran. Such prohibited actions include but are not limited to discrimination in employment based ontin promotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, fringe benefits, leaves, and the selection for training, including apprenticeship. Unless exempt, Subcontractor shall take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin, and to employ and advance in employment qualified protected veteran and individuals with disabilities. Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices that set forth the provisions of this non-discrimination Article. In the event the Project is funded in whole or in part by the US Department of Transportation (USDOT) and Subcontractor is not exempt, Subcontractor shall also comply in all respects with USDOT regulations implementing Title VI Section 601, including but not limited to 49 CFR Part 21. Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in its selection and retention of lower-tier subcontractors, and shall comply in all respects with the provisions of USDOT Order No. 1050.2A Appendices A and E, Nondiscrimination Assurances.

Subcontractor shall include this subsection (a) in all lower-tier subcontracts and shall require that all lower-tier subcontractors comply with its terms. Failure by Subcontractor to carry out these requirements is a material breach of this Subcontract, which may result in the termination of this Subcontract or such other remedy as WSP deems appropriate.

b. Employment Eligibility Verification (E-Verify). Subcontractor shall comply with the requirements of Executive Order 13488 in verifying employment eligibility. Subcontractor shall include this subsection (b) in all lower-tier subcontracts and shall require that all lower-tier subcontractors comply with its terms.

c. Business Ethics; Code of Conduct and Policies; Anti-Corruption Laws. Subcontractor shall conduct itself in accordance with ethical standards and in compliance with all applicable laws, including without limitation local and international laws prohibiting bribery and other forms of corruption, as well as the WSP Third Party Code of Conduct and related policies. Subcontractor undertakes that it (including its officers, directors, employees and agents) will not directly or indirectly through any third party or person, give, offer, promise, or authorize payment of any monies or anything of value to any official for the purpose of improperly incentivizing or rewarding favorable treatment or advantage in connection with Subcontractor, the Services, or the Project. For purposes of this provision, “official” includes any official, agent, or employee, or the close relative of any official, agent, or employee, of (i) any level of government; any department, agency, or entity that is wholly or partially controlled by the government; any international public organization; any recognized political party; any candidate for political office; or (ii) in the case of private-sector work, the Project owner or any other private client. Subcontractor shall execute the certifications deemed necessary by WSP, and provide the executed originals to WSP.

WSP USA SUBCONTRACT

STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions Page 2 of 7

Standard Terms and Conditions Page 60 of 78
Subcontractor shall require that each of its lower-tier subcontractors execute and return same to Subcontractor upon execution. WSP shall have the right to audit Subcontractor’s business standards, procedures and controls used to meet the obligations set out in this Subpart (c) to ensure compliance. WSP shall further have the right to investigate any breach or alleged of breach of this Subpart (c). Any breach shall, in addition to any other rights or remedies available to WSP, entitle WSP to terminate this Subcontract and/or any other agreement or relationship it may have with Subcontractor or its agents, affiliates, subsidiaries, with cause and without advance notice.

d. Disadvantaged Business Enterprises. Subcontractor shall fully cooperate with WSP in meeting WSP’s commitments and goals, if any, with regard to the maximum utilization of disadvantaged business enterprises, minority business enterprises, small business enterprises, women-owned business enterprises, emerging business enterprises, and historically underutilized businesses (collectively, “DBEs”), and Subcontractor, if requested in writing by WSP, shall provide the maximum practicable opportunity for DBEs to compete for any lower-tier subcontracts available pursuant to this Subcontract. If Subcontractor is a DBE, upon written request by WSP Subcontractor shall provide certificates or other acceptable testament to its DBE status. Subcontractor shall also promptly provide and sign any documentation requested by WSP that proves that all lower-tier DBEs have received the revenue paid to Subcontractor by WSP on behalf of the DBEs for services provided pursuant to the provisions of this Subcontract.

Subcontractor shall comply with all record-keeping and reporting requirements established under applicable law or the Prime Agreement.

ARTICLE 10: INDEMNIFICATION

To the maximum extent permitted by law, Subcontractor shall indemnify, defend and hold harmless WSP, Client, and any other entities Subcontractor is required to indemnify under the terms of the Prime Agreement, their successors and assigns, and each of their respective officers, agents, servants and employees, and any other entities or persons Subcontractor is required to indemnify under the terms of the Prime Agreement, from and against any and all claims, actions, judgments, orders, demands, losses, damages, and liability of whatsoever nature, and reasonable costs and expenses, including but not limited to (1) administrative or statutory assessments, sanctions, fines, penalties, and (2) reasonable attorneys’ fees, witness fees, costs of discovery and investigation, and court costs, whether incurred in relation to administrative, pre-trial, trial, post-trial, or appellate proceedings; caused by, resulting from, arising out of, or alleging: (a) Subcontractor’s breach of this Subcontract; (b) the negligent acts, errors, or omissions, or the intentional, willful, or reckless misconduct or gross negligence of Subcontractor, its officers, employees, servants, agents, lower-tier subcontractors or representatives in the performance of this Subcontract; (c) Subcontractor’s infringement of patents or copyrights, or unauthorized disclosure of trade secrets; (d) Subcontractor’s or its lower-tier subcontractors’ violation of applicable codes and regulations, including but not limited to laws relating to pricing, health and safety, compensation and conditions of employment, and payment of subcontractors, vendors, and materialmen; (e) Subcontractor’s or its lower-tier subcontractors’ use or operation of equipment, including equipment owned, borrowed, rented, or leased by Client, WSP, or any other entity engaged on the Project; (f) liens of any kind fixed against Subcontractor’s work completed, equipment, materials furnished in performing the Services, or any other creditor claims, and upon the completion of the Work; or (g) any loss, damage, or injury, death or disease, and coverage, if applicable, arising out of or alleging: (a) the negligence, intentional, willful, or reckless misconduct or gross negligence of Subcontractor, its officers, employees, servants, agents, lower-tier subcontractors or representatives in the performance of this Subcontract, for Subcontractor or its lower-tier subcontractors to perform Services, for wages, salaries, bonuses, or any other form of compensation associated with an employer/employee relationship, or for benefits, including but not limited to health, disability, medical, vacation, retirement, sick leave, training and counseling; and (b) costs, fines, penalties, and assessments imposed by state or federal tax authorities in relation to payroll or employment taxes and contributions, or social security and state and federal income taxes associated with workers Subcontractor provides to perform Services.

Although any other provision to the contrary, in the event litigation is instituted by WSP to enforce the provisions of this Article or any other indemnification obligation owed to WSP under the terms of this Subcontract, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs.

The indemnification afforded under this Article shall not be limited in any manner whatsoever by insurance required under this Subcontract or the Prime Agreement, or by any other insurance carried by Subcontractor, WSP, or the Client. Nor shall the terms of this indemnification provision operate to limit or modify any of the insurance required hereunder, or the scope or terms of such coverage. Nothing herein is intended to require Subcontractor to indemnify WSP from liability for WSP’s negligence, intentional, willful, or reckless misconduct, or gross negligence.

ARTICLE 11: PROMPT PAYMENT OBLIGATIONS; RELEASE OF LIENS AND CLAIMS

Subject to Subcontractor’s right to withhold payment in a good-faith dispute, Subcontractor shall promptly pay for all services, labor, equipment, and materials furnished in performing the Services hereunder. WSP may at any time require Subcontractor to submit lien releases satisfactory to WSP and Client evidencing payment and release of claims for payment. Upon evidence of unpaid undisputed claims for payment, WSP may pay and discharge same and deduct the amount paid, together with reasonably incurred costs and attorneys’ fees, from compensation due or to become due to Subcontractor and Client, WSP, or any other entity engaged on the Project; (f) liens of any nature, and reasonable costs and expenses, including but not limited to laws relating to WSP, or the Client. Nor shall the terms of this indemnification provision operate to limit or modify any of the insurance required hereunder. Acceptance of final payment by Subcontractor shall operate as a full and final release of Client and WSP, its affiliates, successors, and assigns, from liability for any and all claims by Subcontractor, its affiliates, successors, and assigns, for additional compensation or payment for Services rendered, costs incurred, or work performed by Subcontractor under this Subcontract.

ARTICLE 12: INSURANCE

Minimum requirements include the following, as applicable, unless higher limits or other types of insurance are required under the Prime Agreement.

a. Coverage. Subcontractor shall maintain at its own cost and expense for the duration of this Subcontract the following insurance coverages issued by companies with an AM Best rating of A VIII or better, authorized to transact business in the state of the Client, and otherwise acceptable to WSP and Client.

(1) Workers’ Compensation and Employer’s Liability Insurance

Coverage to include all statutory workers’ compensation benefits to the employees of Subcontractor who may sustain work-related injury, death or disease, and coverage, if applicable, commensurate with the requirements of the U.S. Longshore and Harbor Workers’ Compensation Act (USL&H) or any other maritime law or similar act (e.g., Outer Continental Shelf Lands Act (OCSLA), Jones Act, Federal Employees Liability Act (FELA)). Employer’s Liability coverage with a limit of not less than $1,000,000 each accident/disease shall also be maintained. The required insurance must be endorsed to include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.

(2) Commercial General Liability ("CGL") Insurance, including contractual liability coverage, with limits of not less than $2,000,000 per occurrence and $4,000,000 annual aggregate

Coverage to include premises, operations, independent contractors, products and completed operations, and broad-form contractual, personal injury, advertising injury, and property damage, and XCU (explosion, collapse and underground) perils, and shall contain a severability of interests provision or cross liability clause. Contractual liability shall not contain limiting endorsements, such as CG 21 39 or CG 24 26. If Subcontractor’s work will be performed in a railroad right of way, the policy shall be endorsed to include coverage for work performed within 50 feet of a railroad. The endorsement shall be written on form CG 24 17. The policy must be endorsed to include WSP and Client, and their respective officers, directors, agents, and employees, as additional insureds for all on-going and completed operations, and on a primary and non-contributory basis. Such insurance shall also be endorsed to include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.
(3) Business Automobile Liability Insurance with a combined single limit of not less than $5,000,000 each accident
Policy must be written on an “any auto” basis unless Subcontractor owns no vehicles; in such case, Subcontractor shall carry business automobile liability insurance covering non-owned and hired vehicles. In the event Subcontractor utilizes off-road/all-terrain vehicles in performance of the Services, such insurance shall be endorsed to include off-road and ATVs. The policy must be endorsed to include WSP and Client, and their respective officers, directors, agents, and employees, as additional insureds, on a primary and non-contributory basis. Such insurance shall also be endorsed to include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.

(4) Professional Liability Insurance with limits of not less than $1,000,000 per claim and annual aggregate
Coverage to include Subcontractor’s legal liability for damages arising out of Subcontractor’s negligent performance of professional services pursuant to this Subcontract or relating to the Project.

(5) Valuable Papers Insurance with limits of not less than $100,000 per occurrence
Coverage to provide for replacement or restoration of documents and data acquired or prepared by or for Subcontractor in its performance of this Subcontract or relating to the Project, including but not limited to plans, drawings, specifications, field notes, and electronic data and media, in the event of their damage, loss, or destruction.

(6) Pollution Liability Insurance - not applicable to this subcontract.

(7) Aircraft Liability Insurance - not applicable to this subcontract.

(8) Marine Protection and Indemnity (P&I) Insurance - not applicable to this subcontract.

(9) Umbrella/Excess Liability Insurance with limits of not less than $1,000,000 per occurrence and annual aggregate. Policy must be written to sit excess of the limits of insurance provided by the Employer’s Liability, Commercial General Liability, Business Automobile Liability, and if applicable, Pollution, Aircraft Liability and Marine Protective and Indemnity insurance policies. The policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The policy must follow form with the underlying policies. The policy must be endorsed to include WSP and Client and their respective officers, directors, agents, and employees, as additional insureds on a primary and non-contributory basis. Such insurance shall also be endorsed to include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.

Neither WSP nor Client shall be liable for any deductibles on additional insured coverage, and any coverage maintained by WSP and Client shall be excess and noncontributing. The required insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of liability. Coverage shall contain no non-standard or non-ISO limitations on the scope of protection afforded to WSP, Client and their respective officers, directors, agents, and employees.

All insurance policies, with the exception of professional liability, must be written on an “occurrence” basis. Professional Liability Insurance shall be written on a “claims made” basis, and shall be renewed annually and maintained for at least three (3) years after termination or expiration of this Subcontract, or for the duration required of WSP under the Prime Agreement, whichever is longer, with coverage retroactive to the Subcontract inception date. Subcontractor shall provide 30 days’ prior written notice of cancellation to certificate holder (10 days’ prior written notice for failure to pay premium). Such notice of cancellation must be provided to WSP via the following address: WSP USA Inc., Attn: Risk Management, 4139 Oregon Pike, Ephrata, PA 17522-9550.

b. Certificates and Endorsements. Prior to commencing performance of any Services or entering onto the Project site or other field locations, Subcontractor shall furnish WSP with certificates of insurance evidencing the minimum required insurance coverage limits. Subcontractor shall also provide WSP with endorsements evidencing the additional insured and waiver of subrogation requirements. Certificates and endorsements shall be provided annually, at least 15 days prior to policy expiration, evidencing policy renewal or extension. Within 10 days of receipt of notice of cancellation, reduction in coverage, or non-renewal, Subcontractor shall provide WSP with certificates evidencing replacement or reinstatement of the required coverage. If, due to claims made or paid, the aggregate limits are reduced below the limits required hereunder, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limits and furnish WSP with a certificate satisfactory to WSP showing compliance with this provision.

Subcontractor shall deliver the certificates of insurance and endorsements, each referencing the WSP Project name and number, to: (1) WSP project management at the address for notice stipulated in Article 20; (2) WSP project administration; and (3) WSP USA Inc. at:
E-mail: wpsusubcerttracking@wsp.com (preferred method); or Mail: WSP USA Inc. Certificate Tracking, 4139 Oregon Pike, Ephrata, PA 17522-9550.
Certificate holder should read as follows: WSP USA Inc., 4139 Oregon Pike, Ephrata, PA 17522-9550.

Failure of WSP to demand certificates, endorsements, or other evidence of full compliance with these insurance requirements, or failure of WSP to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Subcontractor’s obligation to maintain such insurance.

c. Notice of Claims. Subcontractor shall provide WSP with prompt and timely notice of claims made or suits instituted that arise out of or result from Subcontractor’s performance of this Subcontract, and that involve, or may involve coverage under, any of the required liability policies.

d. Lower-Tier Subcontractors. Subcontractor shall require that each of its subcontractors, if any, have in place the insurance required herein, with the coverages and limits required herein, and provide Subcontractor with certificates of insurance and endorsements evidencing such coverage prior to commencement of subcontracted work. Subcontractor shall require that all lower-tier subcontractor CGL, automobile, and (if required) pollution, aircraft, marine, and umbrella/excess liability policies, be endorsed to include WSP and Client as additional insureds, and provide for a waiver of subrogation in favor of WSP and Client.
ARTICLE 13: SUSPENSION OF SERVICES
a. For Reasons other than Subcontractor’s Fault. WSP may, at any time, and with or without cause, suspend performance of the Services or any portion thereof for a period of up to 90 days by notice in writing to Subcontractor, and Subcontractor shall resume its Services promptly after being notified by WSP to do so. Subcontractor may be allowed an increase in fee or extension of time, or both, provided same is granted by Client. WSP may immediately suspend Subcontractor’s performance at the Project site or other field location upon discovery of any unsafe working conditions.

b. For Cause. WSP may immediately suspend performance of the Services or any portion thereof, for Subcontractor’s violation of any safety rules, regulations, or requirements; for code violations; for Subcontractor’s failure to obtain or comply with the terms of any permits, orders, or required licenses or authorizations; upon discovery of any unsafe working conditions created by Subcontractor; upon lapse in required insurance; or for failure of Subcontractor to implement or follow the required quality program. In such case, Subcontractor shall immediately cure the violation or remedy the unsafe working condition, and shall not resume performance until such cure is complete. Failure to do so shall constitute a material default.

ARTICLE 14: TERMINATION
WSP may terminate this Subcontract, in whole or in part, for cause, upon seven (7) days’ written notice of default and Subcontractor’s failure to cure within the stipulated cure period. WSP may terminate this Subcontract, in whole or in part, for its convenience, upon 10 days’ written notice. In the event of termination for cause, Subcontractor shall be entitled to compensation for the value of all Services performed in accordance with contract requirements up to the effective date of termination, less allowable deductions, which include, but are not limited to, all costs in excess of the compensation established in Article 3 reasonably incurred by WSP to complete the Services. To the extent allowable deductions exceed amounts remaining due to Subcontractor, Subcontractor shall be and remain liable to WSP upon demand for the amount of such excess.

In the event of termination for WSP’s convenience and without default on the part of Subcontractor, Subcontractor shall be entitled to compensation for all Services performed in accordance with contract requirements up to the effective date of termination, less allowable deductions. To the extent allowable deductions exceed amounts remaining due to Subcontractor, Subcontractor shall be and remain liable to WSP upon demand for the amount of such excess.

Upon receipt of notice of termination, Subcontractor shall discontinue the Services unless otherwise directed and deliver to WSP all Work Product. In the event of termination, WSP shall have the right to conduct a financial audit, as well as a performance audit to ascertain the quality, timeliness, and compensability of Subcontractor’s Services. If, after issuance of notice of termination for cause, it is determined for any reason that Subcontractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience.

ARTICLE 15: REMEDIES
In the event Subcontractor is in default of any term of this Subcontract, WSP will promptly notify Subcontractor of the default and, unless prohibited under the Prime Agreement or applicable law, shall be entitled to withhold payment until the default is corrected. If Subcontractor fails to timely perform Services, or fails to perform Services in accordance with contract requirements (“Performance Deficiencies”), WSP may, in its sole discretion, elect to either (a) require Subcontractor to correct the designated Performance Deficiencies within the period stipulated in the notice, without additional compensation; or (b) correct the deficiencies itself or through other means and deduct from Subcontractor’s compensation all costs reasonably incurred by reason of such default. If Subcontractor’s remaining compensation is not sufficient to reimburse WSP for such costs, Subcontractor shall reimburse WSP promptly upon demand. These remedies shall be in addition to all other remedies available to WSP herein or otherwise at law or in equity, and all rights and remedies shall be cumulative.

Remedies in a breach of contract action by either party hereto shall be limited to actual damages resulting from the breach, and neither party hereto shall be entitled to recover from the other for breach of this Subcontract incidental, nominal, special, indirect, exemplary, or consequential damages, including but not limited to lost profits and lost opportunity, or damages that in their nature or amount constitute a penalty. Notwithstanding the foregoing, nothing herein is intended, nor shall it, limit WSP’s right to seek, recover, and recoup from Subcontractor those types of damages, of whatever nature, as WSP may be held accountable to the Client under the terms of the Prime Agreement or to third parties, that were caused by or attributable to Subcontractor, its agents, servants, or employees, or for which Subcontractor is otherwise legally responsible.

Neither the pendency of a dispute nor consideration of claims by WSP pertaining to this Subcontract shall excuse Subcontractor from full and timely performance in accordance with the terms hereof.

ARTICLE 16: WORK PRODUCT
a. Definition of Work Product. All drawings, plans, designs, specifications, photographs, models, schematics, surveys, maps, reports, studies, analyses, estimates, minutes, diaries, field notes, training manuals and materials, data bases, electronic files, file formats, templates, procedures, scripts, links, specifically-created key commands, source code documentation, software programs, calculations, summaries and other compilations of information to be developed, produced, or provided by Subcontractor as part of the Services, including but not limited to all deliverables identified herein, whether completed or in process, and all supporting documents and data, whether in hard copy or electronic or digital format or capable of being converted to such format, constitute “Work Product.”

b. Rights in Work Product. WSP will have the property of and shall be furnished to WSP promptly upon request and as a condition to issuance of payment, although Subcontractor shall be permitted to retain reproducible copies. Subcontractor shall not be liable for loss, damage, or injury resulting from WSP’s use of Work Product for purposes other than as intended or contemplated herein.

The parties intend that Work Product shall be “work made for hire,” of which WSP shall be deemed the author. If for any reason such Work Product does not constitute “work made for hire,” Subcontractor hereby (a) waives all rights in such Work Product, and any other rights of authorship, identification, or approval, restriction or limitation on use or subsequent modification, and (b) irrevocably assigns to WSP all right, title, and interest in and to the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Subcontractor shall obtain such interest and execute and deliver such instruments and take such other actions as may be necessary to vest and perfect such rights in WSP.

c. Pre-existing Intellectual Property. To the extent any Work Product includes Subcontractor’s previously-developed intellectual property that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Subcontractor hereby grants to WSP and Client a perpetual, royalty-free, fully-paid up, non-exclusive and irrevocable license to use, reproduce, perform, display, and use and re-use, in whole or in part, such intellectual property, and to authorize others to do so. Such previously-developed intellectual property may constitute but is not limited to, data bases, software programs, templates, file formats, specifically-created key commands, scripts, links, procedures, training manuals and other training materials, designs, prototypes, plans, and other works provided or delivered to WSP or Client by Subcontractor.

In the event any deliverable contains software copyrighted by a third party, Subcontractor shall obtain and convey, or otherwise cause to be obtained, a license to copy, publish, reproduce, perform, display of, and use and re-use, in whole or in part, such software, and to authorize others, including Client and its designees, to do so, at no additional cost above the compensation paid to Subcontractor under Article 3 hereof, irrespective of the number of copies used.

d. Notwithstanding anything in the foregoing Subparts a through c, Subcontractor shall extend to WSP all right, title, and interest necessary to enable WSP to meet its obligations to the Client under the terms of the Prime Agreement with respect to Work Product.

ARTICLE 17: PROJECT RECORDS; RECORD RETENTION AND PRODUCTION
a. Project Records. All records pertaining to this Subcontract and the Services performed hereunder, including but not limited to (a) timesheets, payroll registers, certified payroll, audited overhead schedules, financial statements, receipts, invoices, and accounting and financial records; (b) Work Product; (c) drawings, maps, surveys,
models, photographs, schematics, plans, designs, specifications, reports, studies, summaries, analyses, diaries, field notes, estimates, calculations, and other compilations of information obtained by or provided to Subcontractor in performance of the Services; and (d) file notes, internal communications, and correspondence; whether in hard copy or electronic or digital format, or capable of being converted to such format, constitute “Project Records.”

b. Accounting and Financial Records. Subcontractor comply with Prime Agreement accounting reporting requirements and shall preserve all Project Records in such detail as shall properly substantiate contract performance and claims for payment under this Subcontract. This includes all documents necessary to respond to any audit. All documents referred to herein shall be preserved in compliance with all regulations governing compensation under the Prime Agreement, including, if applicable, the FAR and Chapter 6 of the American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms, current edition.

c. Record-Retention Period; Review; Reproduction. Subcontractor shall retain all Project Records at a secure location reasonably accessible to the parties hereto for the longer of (a) the duration required of WSP under the Prime Agreement; (b) six (6) years from the date of final payment under this Subcontract; or (c) until all disputes, audits, claims, legal proceedings, and other actions involving this Subcontract or the Services performed hereunder have been resolved or concluded, and/or the “Record Retention Period.” During the Record Retention Period Subcontractor shall make all Project Records available to WSP, Client, auditors and such other entities as may be authorized under the terms of the Prime Agreement or applicable regulations, for review and reproduction for any lawful purpose during normal business hours or at such other times as they may reasonably require.

Subcontractor shall include the requirements of this Article in all lower-tier subcontracts and require such subcontractors’ compliance to the same extent as Subcontractor is bound. Failure to include the requirements of this Article in all lower-tier subcontracts shall constitute a material default.

ARTICLE 18: COMPLIANCE WITH LAWS
Subcontractor shall comply with all federal, state, and local laws, codes, ordinances and regulations applicable to Subcontractor, Subcontractor’s employees, this Subcontract, the Project site and other work locations, and the Services to be performed hereunder, including but not limited to those regulating conditions of employment, workplace safety and health, and compensation. Subcontractor shall be liable to WSP for all losses, costs, and expenses WSP may incur resulting from or attributable to Subcontractor’s, its employees’, its equipment’s, Subcontractor’s facilities’, or Subcontractor’s agents’ failure to so comply, including but not limited to orders, judgments, findings, fines, penalties, and required corrective measures.

ARTICLE 19: HEALTH AND SAFETY; PROJECT SAFETY PLAN
Subcontractor agrees that the prevention of accidents to workers engaged in Subcontractor’s work is the responsibility of Subcontractor. Subcontractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 and all federal, state, and local health and safety laws, codes, ordinances and regulations applicable to the Project, the Project site, and other work locations.

If Services are to be performed or activities conducted on-site or at other field locations:

a. Subcontractor shall implement and enforce a safety program for all of its employees, and require the same of its lower-tier subcontractors, if any, engaged in performing the Services, and shall ensure such workers’ participation in appropriate safety training. Subcontractor and its lower-tier subcontractors’ safety and training programs shall comply at a minimum, with the WSP Health and Safety Policy and with such safety plans, policies and programs as may be established by the Client for the Project. Subcontractor shall be responsible for the safety and conduct of persons on the property under Subcontractor’s control, including Subcontractor’s employees, agents, invitees, and lower-tier subcontractors.

Prior to commencing any field work, Subcontractor shall submit to WSP a project-specific safety plan that complies, at a minimum, with WSP’s and the Client or Project Safety Plans, if provided. A job hazard analysis (per OSHA Publication 3071) may be required for any Subcontractor hazardous operations not clearly identified in its project-specific safety plan when submitted. Submission of a job hazard analysis will be based on a review of the project-specific safety plan and the scope of services being provided.

b. In the event Subcontractor discovers an unsafe work condition, it shall immediately report the condition to WSP and the on-site Project safety representative. Subcontractor shall suspend performance of any of its activities impacted by such condition until the condition has been corrected.

ARTICLE 20: NOTICES
All notices required or permitted under this Subcontract shall be given in writing and delivered either personally, by delivery service, by first-class, certified, or registered mail, or e-mail, to the authorized representative of the other party at the address set forth below or as may be designated by notice delivered in accordance with the requirements of this Article. If notice is delivered by e-mail, the notice must be signed by the party giving notice and sent as a pdf attachment to the e-mail at the address stipulated herein. Electronic or digital signatures shall not be allowed. Notice shall be effective upon delivery when delivered in person, by courier service providing receipt of delivery, or by registered or certified mail, return receipt requested. Notices properly addressed and stamped, and deposited into the US postal system as first-class mail, shall be deemed received two (2) business days after date of postmark. Notice delivered by e-mail shall be deemed received by the date and time stated on the transmitter’s copy.

ARTICLE 21: STANDARDS; QUALITY PROGRAM
All Services shall be performed in compliance with the Prime Agreement, standards, specifications, manuals of instruction, policies, protocols, and procedures established by the Client and such other regulatory agencies as may have jurisdiction over the work. Subcontractor shall implement and comply with the terms of the WSP Subcontractor Quality Requirements or maintain a quality program of its own for the duration of this Subcontract that at a minimum complies with Prime Agreement requirements. If a Project quality program has been established, Subcontractor shall comply in all respects with that program. Subcontractor shall provide a copy of its quality program to WSP prior to commencing any activities under this Subcontract. Subcontractor shall provide for a flow down of all appropriate quality requirements in its lower-tier subcontracts.

WSP has the right to audit Subcontractor’s quality program and its Project-related quality activities at any time at Subcontractor’s facilities. If Subcontractor fails to properly implement and maintain a quality program, and such failure continues following notification to Subcontractor by WSP, then WSP may, in addition to any other remedies permitted herein or by law, suspend performance and/or withhold payment for Services until Subcontractor is in compliance with the requirements of this Article, or terminate this Subcontract and/or remedy such failure at Subcontractor’s expense.

Subcontractor will provide evidence of review for all deliverables and include calibration records for any equipment requiring calibration used during the execution of its work.

ARTICLE 22: CLAIMS AND DISPUTES; APPLICABLE LAW; JURISDICTION; VENUE
This Subcontract, its validity, interpretation, and performance, and any disputes between the parties arising out of or relating to this Subcontract, shall be governed by and construed in accordance with the laws of the state where the Project is located, without regard to conflict of laws principles. Legal proceedings, if any, shall be brought in the court having non Exclusive jurisdiction of said courts and waives and covenants not to seek change of venue based upon forum non conveniens.

Notwithstanding the foregoing, in the event the Prime Agreement contains an arbitration clause, Subcontractor shall be subject to joinder in any arbitration proceedings brought thereunder, and if joined, shall be subject to the applicable rules and bound by the findings and award rendered therein. In event of litigation between WSP and the Client that requires or permits Subcontractor’s joinder, Subcontractor shall be subject to joinder and, if applicable, waiver of jury trial under the terms of the Prime Agreement.

In the event Subcontractor has a claim, dispute, or controversy (“Claim”) that WSP must assert under the terms of a dispute resolution or claims submittal process (“Claims Process”) in order to preserve WSP’s
recourse against the Client with respect to the Claim and avoid waiver, Subcontractor shall provide WSP with notice and all required documentation sufficiently in advance of the Claims Process submittal deadline to reasonably enable WSP to comply with such deadline. In the event Subcontractor fails to timely deliver to WSP the notice and documentation, and such Claim is time barred as a result, Subcontractor’s Claim against WSP shall otherwise be time-barred and waived. Subcontractor shall be bound by any findings of fact to the same extent as WSP is bound, and Subcontractor’s relief against WSP shall be limited to WSP’s recovery from the Client with respect to the Claim.

Subcontractor acknowledges that compliance with the Claims submittal and dispute resolution provisions of the this Article and the Prime Agreement is an express condition precedent to Subcontractor’s initiation or pursuit of any other remedy provided by law or equity, including institution of legal proceedings against WSP regarding any Claim. Subcontractor shall include the provisions of this Article in its lower-tier subcontracts and require that they be included in all lower-tier subcontracts at every tier.

ARTICLE 23: FINANCIAL AUDITS

a. Compensation. All compensation and payments made under this Subcontract and under all of Subcontractor’s lower-tier subcontracts, if any, are subject to the audits, adjustments, and limitations that apply to WSP under the Prime Agreement, and all rules, laws, and regulations governing compensation on the Project, including, if applicable, the Federal Acquisition Regulations (FAR) and all applicable FAR cost principles, AASHTO, and the America Recovery and Reinvestment Act (ARRA) of 2009 (collectively, “Regulations”). WSP’s approval or payment of invoices shall not constitute WSP’s assurance, guarantee, or representation that Subcontractor’s or lower tier subcontractors’ rates are in compliance with either the provisions of this Subcontract, the Prime Agreement or applicable Regulations. Nor shall such approval or payment relieve Subcontractor from liability for overpayments, as determined by audit findings.

b. Compliance Audit. Subcontractor shall comply with the audit requirements of the Prime Agreement and applicable Regulations, and shall implement procedures to ensure its lower-tier subcontractors’ compliance with this Article. Auditors shall have the right upon reasonable notice to audit Subcontractor’s records and procedures for compliance.

c. Audit Proceedings; Documentation; Findings. During the Record Retention Period stipulated in Article 17(c), Subcontractor agrees to allow authorized or third-party independent auditors access to Project Records and allow interviews of any Subcontractor employees who might reasonably have information related to performance of this Subcontract. Subcontractor agrees to respond to auditors’ requests for documentation, backup, or substantiation for any Services performed, and costs incurred or billed to the Project. As part of the substantiation, Subcontractor shall make available to auditors all of Subcontractor’s and its lower-tier subcontractors’ general accounting records and timesheets applicable to the period under audit. Subcontractor also agrees to (a) participate in all audit proceedings, including but not limited to meetings or conferences with auditors; (b) assist WSP in preparing for and responding to audits; and (c) defend to such auditors all costs incurred, billed, or invoiced by Subcontractor on the Project. Subcontractor shall not be entitled to any additional compensation associated with compliance with the requirements of this paragraph.

Subcontractor shall be bound by all audit findings, including those pertaining to Subcontractor’s lower-tier subcontractors.

d. Lower-Tier Subcontractors. All Subcontractor’s lower-tier subcontractors shall be subject to the terms of this Article. Subcontractor shall include the provisions of this Article in all lower-tier subcontracts and require such subcontractors’ compliance to the same extent as Subcontractor is bound, including but not limited to production of records and knowledgeable employees; responding to auditor requests; participation in audit proceedings and meetings; and providing assistance to WSP.

ARTICLE 24: SEVERABILITY

If any provision of this Subcontract is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Subcontract shall remain in full force and effect; provided that in such event the parties hereto shall in good faith attempt to replace the invalid or unenforceable provision with one that is valid and enforceable, and comes as close as reasonably possible to expressing or achieving the intent of the parties with regard to the original provision. Upon agreement, this Subcontract shall be amended to incorporate the substitute language.

ARTICLE 25: SURVIVAL

The parties acknowledge that all terms and conditions of this Subcontract which by their nature are intended to survive the termination or expiration of this Subcontract, including non-disclosure, indemnification, insurance, retention and production of Project Records, and other obligations Subcontractor has a continuing duty to observe, as well as all provisions applicable to disputes and legal proceedings, and Article 20 notices, shall survive and be enforceable by WSP according to the terms hereof.

ARTICLE 26: ASSIGNMENT

Subcontractor shall not assign, sell, transfer, or otherwise dispose of any of its interest in this Subcontract or delegate any of its duties under this Subcontract without the prior written approval of WSP. Any unauthorized attempt to do so shall be void and unenforceable.

ARTICLE 27: SUCCESSORS AND ASSIGNS; THIRD-PARTY BENEFICIARIES

This Subcontract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, only. WSP and Subcontractor are the only beneficiaries of this Subcontract and are solely entitled to enforce its terms. It is the express intent of WSP and Subcontractor that should any persons or entities other than the parties hereto receive a benefit under this Subcontract, they shall do so as incidental beneficiaries only.

ARTICLE 28: INTERPRETATION

This Subcontract shall not be construed in favor of or against either party based upon authorship, the parties being of equal bargaining stature. Headings are solely for the convenience of the parties and shall have no bearing on interpretation of text. Unless established as a term of art, with a well-understood and unequivocal technical or trade meaning, words are used in their common and ordinary meaning. Defined terms are capitalized, and when capitalized, shall carry their defined meaning. Wherever the term “day” or “days” is used, it shall mean singular or consecutive calendar days, respectively. ‘Business day’ shall mean any weekday other than Saturday, Sunday or a holiday recognized and observed by the state where the Project is located.

ARTICLE 29: NONWAIVER

No failure or successive failures on the part of either party to enforce any provision of this Subcontract, or custom or practice that may evolve between the parties in the administration of this Subcontract, shall operate as a waiver or discharge of that or any other provision, or render the same invalid, or impair a party’s right to enforce the same in the event of any subsequent breach by the other party. Any waiver, if given, shall be in writing, signed by the party making the waiver and addressed to the other party, and shall be limited to the particular instance and for the purposes stipulated therein.

ARTICLE 30: ENTIRE AGREEMENT

This Subcontract represents the entire and integrated agreement between WSP and Subcontractor, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof. This Subcontract may not be modified except in writing, by an amendment signed by the parties hereto.
**ATTACHMENT 4**

**VANPOOL VEHICLE COST MATRIX FORM**

All prices submitted on the following form must be based on a vehicle with the minimum features described below. Any additional features that the Proposer adds to the minimum vehicle requirements, shall not increase the cost to the customer. All vehicles must adhere to the additional requirements outlined in the RFP and Scope of Work. For each vehicle class, identify if the proposed pricing reflects vehicles less than 100K miles and/or four years, or a vehicle between 100K to 200K miles and/or six years. Based on the quantity and type of vehicles proposed, use additional sheets as necessary to complete the form.

All vehicles must have the following minimum equipment and specifications: First Aid Kit, fully stocked with sufficient supplies appropriate for the vehicle's maximum passenger capacity; Fire extinguisher rated for at least Type A, B, and C fires; Two reflective safety yield triangles OR three emergency road flares; Functioning seatbelts for all seated positions and driver, front passenger, and side airbags consistent with the standard equipment specifications for the model year of the vehicle being leased; Power steering, automatic transmission, power windows and power locks; 6-cylinder engine for passenger capacity of 8 or less, 8-cylinder engine for passenger capacity of 9 or more passengers (for gasoline powered vehicles); Air conditioning and heating; Full floor carpeting and cloth seating; and AM/FM radio with CD player, blue tooth connectivity and audio auxiliary jack.

<table>
<thead>
<tr>
<th>Vehicle &amp; Class</th>
<th>Seating Capacity/ Type</th>
<th>Fuel</th>
<th>&lt; 100K OR &lt; 200K Max Odo Readings?</th>
<th>Based on Model Year(s)</th>
<th>Est. MPG</th>
<th>Current Average Monthly Cost per Vehicle Based on Daily Round-Trip Miles of:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25-50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>51-75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>76-100</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>101-125</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>126-150</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>151-175</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>176-200</td>
</tr>
</tbody>
</table>
ATTACHMENT 5

REQUIRED FORMS

The following forms must be signed and submitted with the Contractor’s Proposal, in order to be considered responsive.
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B)

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The Bidder shall provide immediate written notice to WSP and/or SunLine if at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact for assistance in obtaining a copy of those regulations.

4. The Bidder agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.

5. The Bidder agrees by submitting this bid that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B) in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the Subcontractor.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement List issued by the U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by
this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

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

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

2. If Bidder is unable to certify to the statements in this certification, Bidder shall attach an explanation to this bid.

Date: ______________________________________________________

Name of Firm: ________________________________________________

Signature: ____________________________________________________

Print Name/Title: ______________________________________________
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, ______________________________________________________, hereby certify on behalf of _________________________________________________ that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.

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

Date Executed

Signature

Name/Title
THIS CERTIFICATION APPLIES TO ALL CONTRACTS EXCEEDING $100,000, INCLUDING INDEFINITE QUANTITIES WHERE THE AMOUNT IS EXPECTED TO EXCEED $100,000 IN ANY YEAR.

The undersigned certifies that:

Clean Air Certification:

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water Certification:

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Signature of Bidder’s Authorized Official: ________________________________

Name of Bidder’s Authorized Official: ________________________________

Title of Bidder’s Authorized Official: ________________________________

Date: ________________________________
CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS

Certification to be executed by Bidder and each proposed first tier subcontractor whose subcontract exceeds $100,000. Make additional copies of the Certification as necessary.

Bidder is responsible for collecting the Certification from each first tier subcontractor whose subcontract exceeds $100,000 and submitting it along with its own Certification to WSP with the proposal on the date proposals are due.

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

The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any WSP and/or SunLine Director, or any candidate for Director, from the date proposals are due until the award of the agreement.

2. It understands that the term "contribution" shall have the same meaning as defined in Government Code section 82015 and implementing regulations adopted by the Fair Political Practices Commission.

3. If Bidder awarded the agreement, the undersigned shall continue to comply with this prohibition for three months following the award of the agreement.

Date: ____________________________________________

Name of Firm: _____________________________________

Signature: _________________________________________

Print Name/Title: _________________________________
BUY AMERICA CERTIFICATION

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661.

A Buy America Certificate, as per attached format, must be completed and submitted with the bid. A bid, which does not include the certificate, will be considered non-responsive. If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Bidder or Offeror in accordance with the requirement contained in § 661.13(b) of this part.

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Bidder or Offeror in accordance with the requirement contained in § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The Bidder or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: __________________________________________________________

Signature: ______________________________________________________

Company: ______________________________________________________

Name: _________________________________________________________

Title: __________________________________________________________

Certificate of Non-Compliance with Buy America Requirements

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: __________________________________________________________

Signature: ______________________________________________________

Company: ______________________________________________________

Name: _________________________________________________________

Title: __________________________________________________________
**DBE FORM**
Prime Contractor and Subcontractor/Subconsultant/Supplier/Truckers/Brokers Report

Bidder’s Name: _______________________________  Contract Name: ____________________________________________
Address: ____________________________________  Enterprise: Yes/No______Age of Firm: ______
Owner or Contact Person: ______________________  Phone: ___________________  Fax: ____________________
Title: ________________________________________  Firm’s Annual Gross Receipts: ______________________

List the following information for all subcontractors/subconsultants/supplier, regardless of tier, that provided a bid, quote or proposal to the Bidder. Attach additional sheets as necessary.

<table>
<thead>
<tr>
<th>Subcontractor/Subconsultant/Supplier</th>
<th>DBE Yes/No</th>
<th>CalTrans DBE Cert No.</th>
<th>Age of Firm</th>
<th>Firm’s annual Gross Receipts</th>
<th>Description of Work/Type of Materials/Supplies</th>
<th>Dollar Amount of Work/Supplies</th>
<th>Bid/Quote Accepted Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Contact Person:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Phone &amp; Fax:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Contact Person:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Phone &amp; Fax:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Contact Person:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Phone &amp; Fax:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DBE Amount:  $________________ = _____________%  Bidder’s DBE Achievement Total Bid Amount:  _____________

Names of the First-Tier subcontractors, including DBEs, whose bids are accepted shall be consistent, where applicable, with the names in “List of Subcontractors” submitted with the bid pursuant to the Subcontractors Listing Law.

The undersigned will enter into a formal agreement with the subcontractor(s), sub consultant(s), and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with the SunLine Transit Agency. The Bidder certifies that any DBE listed whose quote was accepted with commercially useful function on the contract. I certify under penalty of perjury that the information included on this form is accurate and true.

________________________________________  ___________________________  ________________
Signature of Owner or Authorized Representative  Title  Date
DBE FORM: DESCRIPTION OF THE SELECTION PROCESS OF SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS

Contract Name:______________________________________________________________

Bidder's Name:______________________________________________________________

Address:______________________________________________________________

Phone:_____________________________Fax:________________________________

Owner or Contact Person:____________________________________________________

Title:______________________________________________________________

Provide a narrative description of how the bidder selected its subcontractors, subconsultants & suppliers, including addressing the following elements: (Please attach additional sheets as necessary.)

1. Soliciting small businesses, including DBEs, to participate through all reasonable and available means.
   Example: Include attendance at pre-bid meeting, advertisements, written notices, and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small business concerns.

2. Selecting portions of the Work that are economically feasible for small businesses, including DBEs.
   Example: List items of Work which the bidder made available to small business concerns, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate small business participation.

3. Providing adequate information about plans, specifications and requirements in a timely manner to small businesses, including DBEs.
   Example: List dates of written notices soliciting bids from small businesses and the dates and methods used for following up initial solicitations to determine with certainty whether the small businesses were interested.
4. Negotiating in good faith with small business concerns, including DBEs.

5. Not rejecting small business concerns, including DBEs, as unqualified without sound business reasons.
   Example: Explain reasons for rejecting bids from small business concerns and accepting bids from selected firms.

6. Making efforts to assist small business concerns, including DBEs, in obtaining required bonding, lines of credit, or insurance.

7. Making efforts to assist small business concerns, including DBEs, in obtaining necessary equipment, supplies or materials.

8. Describe any other steps that the bidder used to select its subcontractors/subconsultants/suppliers.
CERTIFICATION OF DRUG FREE WORKPLACE

I, __________________________________________ (name of authorized official), hereby certify on behalf of ________________________________ (name of company) that the CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with State Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by SunLine Code Section 8355(a).

Establish a Drug-free Awareness Program, as required by SunLine Code Section 8355(b), to inform employees all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs, and
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.

Provide, as required by SunLine Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm's drug-free policy statement, and
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, __________________________________________ hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this ___________ day of ______________, 2019

By _______________________________________________________________________
(Signature of authorized official)

__________________________________________________________________________

(Title of authorized official)