

**REQUEST FOR PROPOSAL (RFP)**  
**ITS SYSTEMS**  
**Integrated Hardware & Software Project**

**RFP 07-002**



**32-505 Harry Oliver Trail  
Thousand Palms, CA 92276  
Attn: Rick Barone  
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**Key RFP Dates**

<b>Notice Issued</b>	<b>July 27<sup>th</sup>, 2007</b>
<b>RFP Issued</b>	<b>August 6<sup>th</sup>, 2007</b>
<b>Written Questions due to SunLine</b>	<b>August 22<sup>nd</sup>, 2007</b>
<b>Pre-Proposal Conference/Site Visit</b>	<b>September 7<sup>th</sup>, 2007</b>
<b>Pre-Proposal Q &amp; A responses released</b>	<b>September 14<sup>th</sup>, 2007</b>
<b>Proposals Due:</b>	<b>October 15<sup>th</sup>, 2007</b>
<b>Orals/Interview(s):</b>	<b>November 14<sup>th</sup>, 15<sup>th</sup>, 2007</b>
<b>Install Demo System &amp; Trial</b>	<b>Nov. 22<sup>nd</sup>, 2007-Jan. 11<sup>th</sup>, 2008</b>
<b>Proposed Award Date:</b>	<b>February 15<sup>th</sup>, 2008</b>

**NOTICE TO OFFERORS****SunLine Transit Agency  
ITS SYSTEMS  
Integrated Hardware & Software Project**

TO: Prospective Vendors

RE: **Request for Proposal RFP 07-002,**

SunLine Transit Agency is requesting written proposals to engage a vendor to perform the tasks as described in the above RFP. Written proposals are requested which will be firm and irrevocable until such time as SunLine has signed a contract with the successful vendor. The proposal of the successful bidder will be binding upon SunLine's acceptance of that proposal. The proposal should include price, delivery date, and all information needed to understand and evaluate the proposal, as well as any exception from SunLine specifications. Copies of SunLine's specifications for this work and standard terms & conditions are included with this packet and will become part of any purchase order/contract resulting from this solicitation. Prospective offerors are **HIGHLY RECOMMENDED** to attend a pre-proposal conference to be held at SunLine Transit Agency Headquarters, 32-505 Harry Oliver Trail, Thousand Palms, CA 92276 on September 7<sup>th</sup>, 2007 @ 10:00am

Sealed proposals for ITS SYSTEMS will be received until 3:00 PM, October 15<sup>th</sup>, 2007 at SunLine Transit Agency, 32-505 Harry Oliver Trail, Thousand Palms, CA 92276. Proposals received after that time will not be considered. Participation by DBEs is encouraged.

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

Rick Barone  
Procurement Officer  
[rbarone@sunline.org](mailto:rbarone@sunline.org)  
760-343-345 ext. 334

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## **SECTION I - GENERAL INFORMATION FOR OFFERORS**

### **A. Pre-proposal Conference and Site Visit**

A pre-proposal conference and site visit will be held beginning at **10:00am September 7<sup>th</sup>, 2007** at SunLine Transit Agency's headquarters' location at 32-505 Harry Oliver Trail Thousand Palms, CA. Attendance by prospective offerors at the pre-proposal conference is **HIGHLY RECOMMENDED**. The pre-proposal conference and will be the only opportunity, offerors will have to examine the location of work and discuss the scope with SunLine staff.

### **B. Offeror's Acknowledgement**

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

### **C. Amendments**

Any changes to the requirements will be made by written amendment to this request for proposals which shall be incorporated into the terms and conditions of any resulting contract or agreement. Offeror shall rely only on written amendments provided by the SunLine Procurement Officer in submitting or revising proposals. In no event should a prospective Offeror submit a proposal based upon an oral interpretation of the Contract Documents by any SunLine staff or by any other firm or individual not associated with SunLine.

### **D. Interpretation of Documents Prior to Proposal**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any provision or part of the Statement of Work or other Contract Documents, or finds discrepancies in, or omissions from, such documents, he may submit to SunLine a written request for an interpretation or correction thereof no later than ten (10) calendar days before the date proposals are due. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by written amendment and will be mailed or delivered to SunLine. SunLine will not be responsible for any other explanation or interpretation or the Contract Documents.

## **E. Questions, Requests for Clarification and Comments**

Requests for explanations or information regarding this solicitation should be in writing and addressed to the SunLine Procurement Officer. For further information relating to this request for proposals, please contact the SunLine Procurement Officer at (760) 343-3456 ext 334.

## **F. Submission of Proposal**

### **1. Date and Time**

All Proposals must be **received not later than 3:00 PM Pacific Time, October 15<sup>th</sup>, 2007.** The responsibility for on time delivery to SunLine is wholly upon the Offeror. Proposals received after the scheduled closing time will not be considered and will be returned to the Offeror unopened.

### **2. Address**

Proposals should be delivered in person, by courier, or by U.S. Mail to:

SunLine Transit Agency  
Procurement Officer  
Attn: Rick Barone  
32-505 Harry Oliver Trail  
Thousand Palms, CA 92276

### **3. Identification of Proposal**

Offeror shall submit an original and three (3) copies of its Proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**"PROPOSAL FOR ITS SYSTEM RFP 07-002".**

**NOTE: See Section II, paragraph B of this solicitation for a complete description of Proposal content.**

## **G. Modification of Proposals**

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

## **H. Legal Compliance**

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

## **I. Affirmative Action**

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

## **J. Disadvantaged Business Enterprise (DBE) Participation**

SunLine hereby notifies all Offerors that it will affirmatively ensure that, in regard to any contract entered into pursuant to this advertisement, disadvantaged businesses will be afforded full opportunity to submit offers in response to this request for proposals and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

## **K. Key Personnel and Facilities**

Offerors must identify key personnel to serve as contacts and facilities necessary to accomplish the work within the required time.

## **L. Terms and Conditions**

The Contract Documents shall include all terms, conditions and requirements of this request for proposal and any amendments thereto. Any contracts resulting from this request for proposals, including subcontract or supplier contracts, shall be subject to and incorporate such terms, conditions and requirements.

## **M. Protest and Appeal**

Any actual or prospective Offeror, including subcontractors and suppliers showing a substantial economic interest in the proposal, which is allegedly aggrieved in connection with the solicitation or award of this Contract may protest to SunLine in accordance with the procedures set forth herein. Protests based on the specifications or other terms in this Request for Proposals which are apparent prior to the date established for submission of proposals, shall be submitted to and received by SunLine's Procurement Officer no later than seven (7) calendar days prior to said date. Protests based on other circumstances shall be submitted to and received by SunLine's Procurement Officer within five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered in the event all proposals are rejected. Full compliance with the procedures for filing and documenting a protest shall be a condition precedent to filing any further protest with the Federal Transportation Administration (FTA) or to filing litigation.

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

1. The name and address of the protesting party;
2. The contract number and contract title under which the protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation; and
4. The specific ruling or relief requested.

The written protest shall be addressed to:

SunLine Transit Agency  
Procurement Officer  
32-505 Harry Oliver Trail.  
Thousand Palms, CA 92276

Upon receipt of a written protest, SunLine will promptly consider the protest. If any of the required information is omitted or incomplete, SunLine will immediately notify the protester in writing. The missing information must then be submitted to SunLine within five (5) calendar days if the protest is to be further considered. SunLine may give notice of the protest and its basis to other persons, including other Offerors involved in or affected by the protest and such other persons may be given an opportunity to submit their views and relevant information. In some cases it may be impossible for SunLine to research all pertinent issues within five (5) business days. In that event SunLine will inform the protestor that the response time has been extended (up to 30 calendar days).

If the protest is not resolved by mutual agreement with the protester, SunLine will issue a decision in writing within seven (7) calendar days after receipt of the written protest or missing information, as applicable. The decision will state the reasons for the action taken and inform the aggrieved party of its right to appeal the decision to the SunLine General Manager. A copy of the decision shall be mailed (by certified mail, return receipt requested) or otherwise promptly furnished to the protester and any other interested parties. The decision will be considered final and conclusive unless appealed to the SunLine General Manager within five (5) business days from receipt of the decision, then the subsequent determination of the SunLine General Manager or his designee to be issued within five (5) business days, unless extended by SunLine as described above, shall be final and conclusive. The SunLine General Manager may base his or her decision on documents already submitted as part of the protest process and/or may request additional documentation.

An Offeror shall have the right to appeal to the SunLine Board of Directors, or a committee designated by the Chairmen of the Board, in the event that the Offeror believes he/she has not received adequate remedy through the above measures. In no event shall an Offeror be allowed to appeal directly to the SunLine Board of Directors without having gone through the above steps. The SunLine Board may uphold the decision of the General Manager or

ask the staff to take whatever action may be necessary to remedy the matter. The decision of the Board of Directors shall be final and binding.

The written protest shall be addressed to:

SunLine Transit Agency  
Clerk of the SunLine Board of Directors  
32-505 Harry Oliver Trail.  
Thousand Palms, CA 92276

When a protest has been timely filed with SunLine before contract award, SunLine shall not make an award prior to five (5) calendar days after issuing a decision on the protest, unless SunLine determines that:

1. The services are urgently required; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the interests of SunLine.

Failure to comply with these protest procedures will render a protest untimely and/or inadequate and result in rejection thereof by SunLine. Compliance with these protest procedures shall be a condition precedent to commencement of litigation on the protest issues.

## **N. Confidentiality of Proposals**

Confidentiality of proposals is considered by SunLine as an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the California Public Records Act.

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

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

## **O. Pre Contractual Expenses**

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

## **SECTION II. PROPOSAL CONTENT**

### **A. General**

Proposals shall be typed, submitted on 8 1/2" x 11" size paper. Please provide Original plus three (3) copies of proposal in presentation binder type format.

### **B. Proposal Contents**

Each proposal submitted shall contain the following elements:

Transmittal Letter Form. Fill out complete form with signature verifying prices are to remain valid for a period of not less than 60 days from the date of submittal.

Proposal/Statement of Qualifications: Offeror to address the elements of the evaluation criteria in Section III A.

Price Proposal. Offeror to include its price for the scope of work in Exhibit C of this Request for Proposal.

Required Forms. Offeror to include certifications in Exhibit D.

### **C. Certifications**

#### **1. Public Records Policy**

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any Contract entered into thereafter become the exclusive property of SunLine and shall be subject to the California Public Records Act (SunLine Code Section 6250 et seq.). SunLine's use and disclosure of its records are governed by this Act.

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

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

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

To insure confidentiality, Offerors are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, SunLine shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

## **2. Party and Participant Disclosure Forms**

In conformance with the statutory requirements of the State of California SunLine Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete the Party and Participant Disclosure Forms provided in **Exhibit D** of this RFP and submit as part of the proposal, if applicable. Offeror is required to submit only ONE copy of the completed form(s) as part of its proposal and it should be included only in the original proposal. Both Offeror and its subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form".

## Section III. EVALUATION AND AWARD

### A. Evaluation Criteria

SunLine will evaluate the proposals received based on the following criteria:

#### 1. Experience and Past Performance

a. Describe your firm's experience for the services required; include the following:

- Number of years of business experience in related field of products and service.
- Organization's size, experience in the field and resources available to enable the firm to perform the requirements;

b. Provide **three references, within the last five years** that can attest to your ability to accomplish the required services. Each project reference shall outline the following:

- Client name and point of contact for client (include name, telephone number, address, facsimile number and email address);
- Detailed description of services;
- Contract duration to include start date, and completion date;

#### 2. Key Personnel:

- Identify on site Project Manager, and point of contact between SunLine Project Manager and Contractor's Project Manager.
- Include Project Managers telephone numbers and email information.

#### 3. Price Proposal:

The price proposal shall include all costs necessary to complete the project. All price proposals must be submitted on the Price Proposal Form attached, other formats will not be considered. This will be a "FIRM FIXED PRICE PROPOSAL."

## **B. Evaluation Procedure**

An Evaluation Committee comprised of SunLine staff, and such other consultant(s) that may be deemed appropriate by SunLine to assist in the evaluation process, will evaluate all proposals received using the above criteria. SunLine, at its sole discretion, reserves the right to accept or reject proposals submitted and to waive informalities and minor irregularities and to request additional information necessary to fully evaluate a proposal.

To determine which Contractor is best qualified to meet the requirements of this RFP, the following may be required:

- Interview and presentation by Contractor
- Additional information as requested by SunLine, including, potentially a revised final offer (RFO) process (a RFO allows SunLine to request an updated or revised proposal based on negotiations or discussions.)

Offerors should be aware; however, that award may be made without interviews or further discussion.

SunLine expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter will submit the proposal considered to represent the best value to SunLine's Board of Directors for consideration and approval.

## **C. Rejection of Proposals**

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

## **D. Responsibility**

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

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

**E. Contract Award**

Contract award will be made to the responsive and responsible offeror whose offer represents the best value to SunLine, including technical qualifications and price.

SunLine shall notify the successful Offeror by a contract award letter. Contract award will be contingent upon receipt of evidence of the Contractor's ability to meet the insurance requirements and other requirements in this Proposal.

**F. Notification of Award and Debriefing**

Offerors who submit a proposal in response to this RFP shall be notified in writing regarding the firm who was awarded the contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing and must be received by SunLine within three (3) days of notification of the contract award.

**EXHIBIT A**  
**SCOPE OF WORK**

## RFP 07-002

### **BACKGROUND**

SunLine Transit Agency (SunLine) is a Joint Powers Authority created in 1977 to provide public transit services to its member's cities, including the Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, and Coachella and Riverside County. The Board of Directors is comprised of one elected official from each jurisdiction. SunLine's headquarters is located in Thousand Palms. The property includes a clean fuels demonstration area, clean fuel technology infrastructure, and a 24-hour public fueling island for dispensing CNG, LNG and Hydrogen. A second facility located in Indio, serves as a support center for vehicle maintenance, fleet dispatch, CNG refueling, as well as a transfer location for nearly a third of SunBus daily riders.

SunLine provides transit service to the desert resort communities of the Coachella Valley, 120 miles east of the Los Angeles basin and 60 miles east of the Riverside/San Bernardino Inland Empire, between the San Gorgonio Pass on the west and the Salton Sea on the southeast. Fixed route (SunBus) and paratransit (SunDial) services are provided over an area of 1,120 square miles within Riverside County, which is one of the fastest growing county's in the state and nation.

The current population of the Coachella Valley is 411,997 and continues to grow at a fast pace. According to the *Demographic Profiles of the Coachella Valley* compiled by Wheeler's an additional 142,050 people are considered seasonal residents. The data compiled by Wheeler's show the permanent population of the Valley grew by 4.3% in January 2006 when compared to the permanent population in January 2005. Additionally, seasonal population in the Valley increased from 119,221 in January 2001 to 142,050 in January 2006, indicating a growth of 19.1% in a five-year period.

Current fixed route (SunBus) fleet consists of 46 Orion High Floor 40' transit buses, one New Flyer Hydrogen Hybrid 40' low floor bus and one Van Hool Hydrogen Fuel Cell bus. Current paratransit fleet (SunDial) consists of 23 El Dorado/Ford E450 Cut-a-Way buses and 2 Ford raised top E450 vans.

## Objectives of the Project

The purpose for this Request for Proposal (RFP) is to solicit competitive proposals for an integrated hardware and software solution featuring AVL, MDT, CAD, APC AVA's and related technologies that will meet SunLine's needs and integrate with existing and planned future systems including ongoing maintenance of the solution.

The specific objectives for this Project are as follows:

- Provide real-time Automatic Vehicle Location (AVL) and vehicle component monitoring of fixed route, Para transit, and select support (supervisor, maintenance, facilities, administration) vehicles to dispatch, supervisors, maintenance and customers.
- Provide Mobile Data Terminals (MDT) on fixed route, paratransit vehicles, and select support (supervisor, maintenance, facilities, and administration) vehicles to perform numerous functions including manifest transmission, navigational aids, two-way text messaging and communications, and radio communication enhancements.
- Provide advance Computer Aided Dispatching (CAD) tools to fixed route and paratransit dispatchers that leverages the information and communication capabilities provided by AVL and MDT equipped vehicles.
- Provide real-time engine, transmission and key systems monitoring, logging and analysis tools to maintenance for Fixed Route vehicles that leverages the information and communication capabilities provided by AVL and MDT equipped vehicles.
- Provide Automatic Passenger Counters (APC) units to accurately collect and effectively manage passenger boarding's and de-boarding's.
- Provide Automatic Voice Annunciators (AVA) systems that are fully automated to every stop complies with The Americans with Disabilities Act requirements.
- Provide onboard intelligence on vehicles to integrate and enhance existing onboard fare boxes, with single point sign-on, and a unified source of Global Positioning System (GPS) location, time, run, route and trip information to those systems.
- Provide internet access to passengers.
- Provide a single unified Geographic Information System (GIS) map source and solution usable for all SunLine systems relying on a map.
- Provide an infrastructure of trained personnel, support staff, documentation, and resources to support and maintain the solution so that the information and features provided remain stable and reliable over the life of the solution.
- Provide for future expansion and/or integration of internal and external systems such as onboard video, next bus information, transfer connection protection, transit signal priority and collision avoidance.

## Radio Communications – Existing Conditions

The current SunLine system consists of 2 Kenwood TK-800 radios (1 Voice/1 Data) per vehicle, using (implemented by Anderson Communications, Inc.) a four (4) channel UHF (450MHz - 470 MHz) Trunking Passport System located on three (3) different hilltops in the Coachella Valley area - (Edom Hill, Indio Hill and Whitewater). This equipment is networked via a microwave link with T-1 line between the three repeater sites. This Passport System meets all FCC narrowband requirements and has the capability to transmit both voice and data.

The purpose of three (3) hilltop locations is to increase the coverage area in which the buses travel on their daily routes. These (3) three hilltop sites are located at the east end, in the middle, and at the west end of the Coachella Valley area.

Each hilltop has a (4) four channel Passport Radio System and a Microwave link to the other hilltops. The Microwave link allows each hilltop system to be networked. This networking allows SunLine buses, or any other SunLine vehicles, to move freely throughout the Coachella Valley area without having to change channels on the radios. The Passport System, through its networking capability, allows the radios on buses traveling around the Coachella Valley to logon to the nearest hilltop site automatically eliminating the need to manually change channels on the radio. This automation creates efficiency by eliminating user error by the drivers.

The Passport System's ability to transmit both voice and data becomes very important when there is a need for GPS or AVL tracking of vehicles within the SunLine fleet. Data for GPS tracking or text messaging through Mobile Data Terminals can be done through interface modems and cables that plug into the data radios in each vehicle and at the dispatch center. It is necessary to have a separate radio for the data portion of the system which have already been installed and is used for the emergency radio. This must be done to ensure the emergency protocol that will be used during an emergency transmission from the vehicle.

Each mobile, portable and base dispatch radio will have its own electronic serial number (ESN) assigned to it. This ESN allows the capability to turn off any single radio on the system in case of theft or damage to a vehicle. This ensures privacy and protects against illegal or fraudulent interference with SunLine's radio transmissions.

## Vehicle Types

The following makes and models of vehicles exist in the SunLine inventory. SunLine's fixed route service is "marketed and branded" as SunBus and the fleet is composed primarily of large buses that are typically used for fixed route transit service. Their paratransit/dial-a-ride service is known as SunDial and that fleet is composed primarily of vans and mini-buses.

### SunDial (Paratransit/Dial-a-Ride Buses)

- To be equipped with Automatic Vehicle Location (AVL) system and equipment and Mobile Data Terminals (MDTs).

Note: SunLine currently has an order for twenty seven (27) new El Dorado/Ford Cut-ways on order, twenty three (23) will be replacements vehicle for the 2002's and four (4) will be expansion vehicles (shown on the table below).

Year	Make	Model	Type of Vehicle	Quantity
2004	El Dorado/Ford	E-450	Cut-away	9
2002	El Dorado/Ford	E-450	Cut-away	3
2004	Ford	Versa Shuttle	Raised-top Van	2
2007	El Dorado/Ford	E-450	Cut-away	11
<b>TOTAL</b>				<b>25</b>

## SunBus (Fixed Route Buses)

Note: SunLine currently uses thirty one (31) 1994 Orion V buses. SunLine has an order for sixteen (16) new New Flyer Low Floor buses (11, 40' and 5, 30' buses) these buses will be replacing fifteen (15) of the 1994 Orion V buses in current fleet.

Year	Make	Model	Type of Vehicle	Quantity
2005	Orion	Orion V (CNG)	40' Bus	15
2004	Van Hool	Fuel Cell	40' Bus	1
2004	NewFiver	Low Floor	40' Bus	1
1994	Orion	Orion V (CNG)	40' Bus	15
2007	New Flyer	Low Floor	40' Bus	11
2007	New Flyer	Low Floor	30' Bus	5
<b>TOTAL</b>				<b>48</b>

The total number of SunLine vehicles to be considered as part of this project is as follows:

Vehicle Type	Quantity
SunDial (Paratransit/SunDial Buses)	25
Supervisor	6
SunBus (Fixed Route Buses)	48
<b>TOTAL</b>	<b>79</b>

**NOTE:** Additional support vehicles to be equipped with docking stations will be considered. Please include pricing for a per vehicle price.

## A-I Scope of Work

The scope of work for this project includes all the following:

### Voice/Data

The vendor shall provide and install a secure voice/data communication solution between vehicles and dispatch centers that as a minimum:

- Provides coverage for all areas serviced by SunLine fixed route and paratransit vehicles.
- Integrates with SunLine's existing radio communications to enforce a closed-microphone operation.
- Integrates with SunLine's existing data communication systems as required for the provision and sharing of collected data elements.
- Provides Voice Annunciators systems.
- Provides Automatic Passenger Counters

- 
- Provisions for fall-back to basic radio/voice communications in the event of a component or system failure of any part of the AVL, MDT, CAD or data portion of the communication network.
  - Provides wireless internet access to customers while riding on vehicles.
  - Utilizes solutions and least cost routing to reduce total and monthly communication costs including but not limited to:
    - Wireless Local Area Network (WLAN) connections when vehicles are in the proximity of the main garages.
    - Wireless networks which may be made available to SunLine now or in the future while traveling in selected areas.
    - Wireless networks such as mesh networks which may be deployed broadly or selectively by SunLine or other public or private initiatives in the future.
  - The proposed communication solution must include a clear expansion path for future capabilities that will allow SunLine to equip vehicles with onboard video that can be streamed back to dispatch in real-time and relayed to emergency responders.

### AVL

The vendor shall provide and install automatic vehicle location (AVL) capabilities for all fixed route, paratransit and selected support vehicles with the following minimum capabilities:

- Gather and transmit real-time updates directly from vehicles back to a database at SunLine's main office of accurate vehicle location information (latitude, longitude, time, speed and direction of travel), vehicle monitored systems information (engine temperature, engine oil pressure, transmission oil pressure, coolant temperature, generator output, fire detection system, lift activation), and relay information from vehicles equipped with integrated systems (silent alarm status, APC passenger counts, onboard video) for all or selected AVL equipped vehicles operating in SunLine's service areas.
- All data must be stamped with operator ID, vehicle ID, Run Number, Route Number and Trip Time.
- Real-time updates must occur no less than once every five (5) minutes during normal operation, within thirty (30) seconds of an event or alarm being activated, and at least once every thirty (30) seconds when the vehicle is considered off-route or in an emergency situation as indicated by a covert alarm being activated on the vehicle or by dispatch. These are minimum requirements. More frequent updates are desirable and will be considered a competitive advantage during the technical review.
- Ability for dispatchers to select "high frequency" updates, i.e. every 30 seconds or better, for analytical, non-emergency purposes. This capability should be by vehicle and/or by route, i.e. enable "high frequency" tracking of every vehicle serving a route while enabled and/or for a given time duration.
- Support multiple methods of updating next bus information including but not limited to call ahead, phone, email, text messaging, rss feed, website lookup and web services for third-party querying.

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### **MDT**

The vendor shall provide and install mobile data terminals on all fixed route, paratransit and selected support (supervisor, maintenance, facilities, administration) vehicles service vehicles with the following minimum capabilities:

- Provide **single point sign on** to the AVL and all integrated systems including fareboxes, annunciator systems, and automatic passenger counter systems.
- Allow operators to send and receive text messages from dispatch.
- Show messages, send and receive success.
- Display manifests and real-time schedule adherence to operators.
- Provide turn-by-turn navigational aides to paratransit and support vehicles.
- Have brightness and contrast adjustments and be viewable in varying light conditions expected in SunLine's service area throughout the year including being viewable by operators wearing sun glasses, etc.
- Support a closed mic system allowing operators to request to talk and/or receive requests to talk.
- Provide a mechanism for dispatchers and/or supervisors to monitor ALL voice/text traffic using a mobile radio or MDT. Ideally, the capability would include the ability to filter voice/text traffic by vehicle, route, call groups, and/or other logical groupings so that selected traffic can be monitored.
- Indicate power on/off status.
- Optionally indicate a covert alarm status and/or dispatch request to talk.
- Provide for a hidden emergency call button which allows drivers to covertly activate a mic so that dispatchers can monitor emergency situations.

### **Onboard Intelligence**

The vendor shall provide and install vehicle logic units on all fixed route, paratransit and selected support vehicles with the following minimum capabilities:

- Ability to wirelessly update onboard systems provided with new software and/or firmware updates with this solution.
- Ability to wirelessly execute remote diagnostics of onboard systems provided with this solution.
- Ability to wirelessly set preferences and options of onboard systems provided with this solution.

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**CAD**

The vendor shall provide and install hardware/software and/or software on existing workstations on SunLine's network for dispatchers, supervisors and authorized users with the following minimum capabilities:

- Displaying real-time or replaying recorded AVL data represented graphically on computerized maps or in tabular format.
- Support multiple displays/monitors with mouse and touch screen support.
- Graphical representations should show streets and highways including names, major geographical features, landmarks, jurisdictional boundaries, rail road tracks, system routes, bus stops, transfer points, and any other map layer features that may be available. Indicate vehicle location, direction, schedule adherence and clearly indicate alarm status or vehicles operating beyond thresholds.
- Full detailed information on map objects including vehicles and buses may be hidden to minimize screen clutter as long as a simple method to drill down to the information is provided
- Interface with Fleet-Net information systems to display relevant information about vehicles such as maintenance status, driver information, etc.
- Show projected or estimated location of AVL equipped vehicles even when real-time location updates are not being received including a clear status that the location is projected or estimated.
- Have the ability to display the "planned" location and status of vehicles not equipped with AVL, based on the run, route, trip and driver assignments in Fleet-Net, Trapeze or GFI software programs all thresholds and alarms values and policies must be user definable.
- When alarms or emergency conditions occur, the monitoring software must display the status above all other current applications and tasks with an optional audible component. If an alarm is not responded to in a predefined amount of time, the system must automatically escalate the alarm to other stations according to a user definable escalation policy.
- Allow dispatchers to send messages to and receive text messages from MDT equipped vehicles.
- Record all text messages, events and data transmissions, including voice, occurring between dispatch and vehicles.
- Display last call information.
- Connect multiple channels and communication devices.
- Allow integration of multiple radio channels on one
- Fully integrate with all current fleet radios
- Allow dispatchers to manage a closed microphone solution.
- Support footswitch, gooseneck, and headset microphone control options

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- Allow dispatchers to make announcements over vehicle PA systems.
  - Allow patching in to phone and cellular paging services.
  - Allow dispatchers to remotely activate covert mic, onboard cameras or indicate a covert request to talk on a vehicles mobile data terminal.
  - Support individual user accounts and security that can only be configured by users with administrative privileges.
  - Workspace views, colors, symbols, etc. should be customizable with zoom, sorting, ordering, and similar features that can be saved and loaded on a per user basis.
  - Exporting or publishing AVL data in real-time to external data sources in industry standard formats including CSV, XML, RSS formats compatible with Fleet-Net, Trapeze or GFI software, web based trip planning products, next bus systems, etc.
  - Support an application programmer's interface (API) and/or hooks to allow third party applications to intercept coded text messages from operators and transmit automatically generated text messages back to operators without dispatcher involvement. This capability may be used to implement solutions such as a vehicle defect list, operator bidding capabilities, or other interfaces enabling operators to interact with other SUNLINE information systems from onboard MDTs.
  - Optional call-ahead feature on paratransit vehicles to notify clients in advance of a scheduled pickup.

### **GIS Map**

The vendor shall provide a GIS map solution that satisfies the following requirements:

- Can be licensed, used by and compatible with all SUNLINE systems that rely on a map including all Trapeze products whether used in-house or published to SunLine's website, the vendor proposed AVL-MDT-Dispatch Software solution including navigational aids, and general purpose mapping applications such as ArcView so that it can be used to generate printed maps, to produce printed materials and/or for performing geographical and statistical analysis.
- Is accurate and routinely updated by the map vendor to reflect changes to streets and highways in SunLine's service areas.
- Includes streets, highways, and related meta data such as names, speed, load and turn restrictions,
- Includes layers for major geographical features, landmarks, jurisdictional boundaries, rail road tracks, etc.
- Supports separate user maintainable META data for private roads and properties, system routes, bus stops and transfer points.
- Be exportable into other applications as required and/or other industry standard formats.

**Software General**

- Desktop client applications must run on Microsoft Windows XP Professional workstations with the latest service packs and security patches applied, support multi-user interaction, and eventually support any Windows upgrades.
- Server components must run on Microsoft Windows 2003 server with the latest service packs and security patches applied and eventually support 64-bit versions of Microsoft Operating Systems.
- Network communications must function on a TCP/IP based network.
- Software components must be accessible remotely for administration and maintenance, via local software installations and RDP connections terminal services.
- Software supplied as part of the solution must allow reports to be generated on all collected data, system preferences and settings, and system status with logical filtering, sorting, and grouping capabilities.
- User interfaces and security on both desktops and MDT's must be configurable with savable workspaces and/or layouts that can be adjusted to match the needs of the driver, vehicle, user, etc. and easily deployed/duplicated across desktops and/or MDT's. For example, an administrator may have a different screen and capabilities on an MDT in a supervisor vehicle than a fixed route vehicle MDT.
- Software must include high-level management summary reports for such items as key performance metrics of the AVL-MDT system components, schedule adherence, vehicle and/or driver performance, with logical route, run, trip, date, vehicle, driver, filtering, etc.

NOTE: SunLine has frequent sign-ups sometimes lasting only a few days. All software must be able to operate seamlessly across sign-ups including allowing reports to be generated across date ranges that span sign-ups.

- Documentation must include installation and dependency instructions, purpose and explanation of all screens, fields, menus, reports and application features.

**Data General**

- All data must be stored or replicated to Microsoft SQL databases providing for export and/or analysis using third-party tools and applications.
- Data dictionaries must be provided describing all tables, fields and relationships. The data dictionary must be static with new data being appended to existing tables even across board changes or other dependent system changes.
- Methods and best practices must be defined and documented for routine data maintenance, backup and recovery, purging and archiving.

**Hardware General**

- Off-the-shelf hardware and industry standard interfaces are preferred whenever practical.
- Sufficient interfaces and expandability must be provided to accommodate anticipated future initiatives such as onboard video, next bus information, transfer connection protection, transit signal priority and collision avoidance.

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- Hardware must include manuals and instructions for maintenance, troubleshooting, service and repair.
  - All hardware installed must be designed to withstand the full range of operating environments found in the areas or on the vehicles where the hardware is installed and shall not interfere with the operation of existing and future equipment.
  - Minimum two (2) year warranties with renewal options annually thereafter.
  - Installation must include all hardware, brackets, bolts, cables, etc. needed to complete the installation.
  - Interfaces must meet industry standards and meet department specific approval.
  - It is desirable that existing GPS receivers on equipped vehicles be used if practical. If existing GPS receivers are not suitable for the proposed solution, then it would be desirable that the vendor provide GPS receiver that will replace existing units with appropriate interfaces from the GPS receiver and/or solution components to continue providing GPS latitude, longitude and time information to existing systems that depended on the replaced receiver AND provide GPS information to the GFI Cents –a-Bill and future GFI Odyssey fareboxes.
  - Solution must include hardware, software and tools, such as laptops, cables, etc. necessary to diagnose, troubleshoot and maintain all installed hardware and systems.
  - Detailed installation plans must be presented and pre-approved by SUNLINE. All hardware installation packages for vehicles, desktops, servers, network, infrastructure, etc. must be approved by respective departments prior to deployment. For vehicles, the installation package must be approved by vehicle type before fleet wide deployment.

### **General All Systems**

All systems provided and installed must:

- Include complete documentation including manufacturer system specifications, warranties, maintenance, and troubleshooting guidelines.
- Include complete documentation covering integrated system use, best practices, maintenance and troubleshooting guidelines.
- Include operator, dispatch, supervisor, IT department and maintenance training, certification and/or support as necessary to ensure SunLine can fully utilize and maintain the solution.
- Include diagnostic and validation methods that can be used to both accept the solution and ensure ongoing system stability.
- Not interfere with the ability to failover to a radio/voice only system in the event of a failure of any of the components of this system.
- Comply with FTA National and Southern California Regional Intelligent Transportation System (ITS) Architectures

## A - II SUNLINE Responsibility

SUNLINE will provide:

- Existing vehicle inventory
- Existing radio inventory
- Current radio specifications and program capabilities
- Access to appropriate SunLine facility(s) accompanied by SunLine personnel

## A - III General Requirements

**Timeliness:** The services of the successful respondent are to commence upon execution of the contract and shall be undertaken and completed so as to assure Task I completion by **May 31, 2008 or sooner.**

**Meetings:** The successful respondent (Contractor) shall meet with the SunLine project manager during the project at least bi-weekly. These sessions may be conducted over the telephone, in person, or via e-mail, as determined by the SunLine Project Manager. The Contractor shall make immediate phone calls to the SunLine Project Manager if any significant problems are encountered during the project.

**Progress Reports:** The successful respondent shall provide monthly written progress memos to SunLine's Project Manager. These reports will identify work accomplished, problems encountered during the past month, methodology and timeline for resolving these problems and the activities planned for the upcoming month. These memos shall be provided to the Project Manager by the 10<sup>th</sup> day of each month. The report can be faxed, mailed or e-mailed to the Project Manager.

**Cooperation:** The Contractor will be required to work with third-party IT Consultants, as requested by SunLine, who may have project oversight, integration and validation responsibilities.

## A - IV Deliverables

Vendor is responsible to deliver all hardware, software, training, documentation, installation, support, services, reports, test results, statements of completion, statements of compliance, etc. required for the fulfillment of this RFP by the end of the project and prior to receiving final payment.

## A - V Discovery Process and Detailed Work Plan

Within sixty (60) working days of the award of the contract, the Contractor will submit to SunLine's project manager, for discussion, review and approval, a detailed work plan that will serve as the action plan for the actual project deployment. The intent of this discovery process is to finalize the details of such items as:

- Project phases and time duration for each phase.
- The Contractor final project organization structure.

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- The contractor's (and subcontractors) detailed manning table with names, titles, addresses, phone numbers, fax numbers, e-mail addresses and any other critical information, by task if appropriate.
  - The project breakdown showing phases, subprojects, activities and tasks, products, public involvement, decision points, and resources (person hours or days and dollar amount) required and allocated to each element of the work plan.
  - The time-phases planned for completing the project phases including training, test, validation and sign-off schedules coinciding with the vendors proposed solution.
  - The hardware/software/capabilities that will be deployed by vehicle, by desktop, by location, by department, by user, etc., including priority of deployment.
  - The payment schedule with milestones aligned to the final detailed work plan.

It is expected that the vendor will work closely with SUNLINE to develop this plan. Within one week following the submittal of the detailed work plan, the contractor's representative will meet with SunLine's Project Manager to review the components of the work plan and to finalize and approve the plan before work may proceed.

## A - VI Proposal Requirements

All documents and reports provided as deliverables, as outlined in this RFP, must be delivered to SunLine's Project Manager on the established deadlines and must include the following:

- Statement describing the Respondent's understanding of SunLine's stated problem and project objectives.
- A complete description of the proposed solution and how it satisfies SunLine's needs including all elements of Section II-C Scope of Work including alternatives and why they were or were not recommended.
- Recommended project phases, i.e. by fleet, by capability, etc. to deploy the solution over time to align with funding and/or SUNLINE resources.
- A discussion regarding SunLine's preference to use an existing wireless provider such as Verizon, Sprint, Cingular, etc. as the backbone for data communications including any contrary opinions, concerns, limitations or recommendations. The vendor will be responsible for soliciting the competitive bids from wireless solution providers and overseeing the deployment, integration and validation of the solution with the vendors AVL-MDT solution.
- Complete functional capabilities and/or limitations of proposed hardware, software, and the integrated solutions with respect to the RFP requirements such as maximum polling frequencies, maximum simultaneous users, limits of service or coverage areas, latencies, etc. especially as they relate to SunLine's primary objectives and specific component capabilities.
- The extent or limit of capabilities, compatibility, etc. with regard to the RFP requirements and/or future expansion and/or integration of internal and external systems such as onboard video, next bus information, transfer connection protection, transit signal priority and collision avoidance.

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- Complete technical details explaining how each component integrates into the overall solution including deployment requirements, capabilities and/or limitations of proposed hardware, software, and the integrated solutions such as size, mounting requirements, maximum/minimum operating temperatures, electrical, vibration, etc., especially as they relate to SunLine's primary objectives and specific component capabilities.
  - Explain all warranties and service agreements for each piece of hardware, software, annual licensing and/or maintenance fees, renewal options, etc. including clearly explaining what is covered and what is not covered, services that will be performed as part of the agreement, services that will be provided for a fee, anticipated response times during emergencies, names and emergency contacts.
  - A proposed project phases and deployment schedule covering each component and capability including dependencies and SunLine versus vendor responsibilities.
  - Training requirements, recommended schedules, prerequisites, responsibilities, certification, by user type, i.e., operator, dispatcher, supervisor, maintenance, etc., train-the-trainer, etc.
  - A test, validation and diagnostic methodology to ensure that all components of the solution, including integration interfaces to existing systems, are operating correctly at specified levels for both system acceptance and ongoing monitoring.
  - Total costs for a complete turnkey solution including all hardware, including installation hardware, software, installation, setup, configuration, testing, validation, operator, supervisor and maintenance training, diagnostic tools, equipment, fixed and recurring fees, and optional fees or incidental costs, necessary to successfully deploy, realize the full potential of and maintain the solution. Costs must be broken down as outlined in Section A-VII Cost of Project.
  - Qualifications of the Primary Contractor and each subcontractor.
  - Qualifications of the key individuals from each firm assigned to the project.
  - Past experience on similar projects – up to 3 examples for the prime and each subcontractor.
  - List of references including specific contact names, addresses, phone numbers, fax numbers and e-mail addresses
  - DBE firms to be involved in the project.
  - Statement of compliance with SunLine terms & conditions and FTA and State Regulations.
  - Statement of compliance with FTA National and Southern California Regional Intelligent Transportation System (ITS) Architectures and/or recommended revisions to the architecture.
  - Detailed timeline for each task including key meetings and critical tasks.
  - Additional Information and Comment – include any other information that is pertinent but not specifically asked for elsewhere.
  - A description of the Respondent's quality assurance program.
  - A detailed description of the Respondent's transition plan, if applicable.

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- A detailed description of how the Respondent will meet SunLine's vehicle maintenance standards.
  - A list of any work that is to be sub-contracted and a description of the qualifications of the Prime Contractor and each Sub-Contractor on the team.
  - An organizational chart of the Respondent and all Sub-Contractors.
  - The name and telephone number of person(s) in the Respondent's organization authorized to negotiate/expedite the proposed contract with SunLine.
  - Executed "Buy American," "Lobbying," and "Debarment, Suspension and other responsibility matters" certificates.

## A – VII Cost of Project

Costs must be outlined by the tasks shown below. Costs for each Task must be complete and inclusive. Any exceptions, licensing fees, recurring costs, options, add-ons, qualifications, prerequisites, etc. must be clearly listed and explained. Specific cost breakdowns requested are:

### Task I – Integrated Automatic Voice Annunciation (AVL) and Automatic Passenger Counters (APC) Systems (*fixed route only*)

Respondent shall provide a fixed price for Task I – Integrated Automatic Voice Annunciators and APC Systems both hardware and software solution by recommended project phases, i.e. by fleet, capability or other recommended approach.

Respondents must include with their proposal detailed and complete Task I costs broken down by the major categories including but not limited to:

- Costs per Vehicle by Type by Features, i.e., Fixed Route vehicles.
- Costs by Desktop, User, Etc., i.e., license costs per number of users, desktops, etc.

### Task II – Integrated AVL-MDT-CAD hardware and software solution

Respondent shall provide a fixed price for Task II – Integrated AVL-MDT-CAD hardware and software solution by recommended project phases, i.e. by fleet, capability or other recommended approach.

Respondents must include with their proposal detailed and complete Task II costs broken down by the major categories including but not limited to:

- Costs per Vehicle by Type by Features, i.e., Fixed Route vehicles with AVL, MDT, CAD, passenger internet access, engine, transmission, and key systems real-time monitoring. Paratransit same except without engine, transmission, and key systems real-time monitoring.
- Costs by Desktop, User, Etc., i.e., license costs per number of users, desktops, etc.

### Task I & II – Solution Maintenance

Respondent shall provide both a fixed price quote and optional hourly rate structure for Task I & II –Maintenance including any applicable terms and conditions, definitions of scope, etc.

- Replacement parts lists & costs

### Hourly Rate Structure

Respondent shall provide an hourly rate structure that would be applicable for any future task orders issued during the contract term including any applicable terms and conditions, definitions of scope, etc.

### Optional/Future Technologies

Respondents are encouraged to provide budgetary costs which will enable to add or include any other related technologies that the respondent is qualified to supply or incorporate into their solution and/or they would like to recommend be deployed as part of the initial or future deployment such as onboard video, next bus, transfer connection protection, transit signal priority, collision avoidance, etc. As a minimum, SunLine would like fixed quotes on the following technologies for future deployment either as part of Task II or in the near future including:

- Deploying Next Bus information technologies to enable cell phone and or web based inquiries.
- On Board Vehicle Monitoring system
- WLAN

**EXHIBIT B**  
**PRICE SCHEDULE**

**Include this page in your presentation binder.**

**EXHIBIT C**  
**REQUIRED FORMS**

**TRANSMITTAL LETTER FORM**

Sunline Transit Agency  
Rick Barone Procurement Officer  
32-505 Harry Oliver Trail  
Thousand Palms, Ca 92276

1. Offeror acknowledges receipt of RFP 06-005 and Addenda No.(s) \_\_\_\_\_
2. Offeror acknowledges its familiarity with requirements defined in Scope of Work.
3. This offer shall remain firm for \_\_\_\_\_ days from the RFP close date.  
(minimum 60)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR:

\_\_\_\_\_

SIGNATOR'S NAME  
AND TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

## **Certification of Debarment**

### **Policy**

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in FTA Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Contractor, on behalf of Agency, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 49 C.F.R. Part 29, as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in a federally assisted project. The inability to provide the required certification will not necessarily result in denial or participation in a covered transaction. A person or firm that is unable to provide a positive certification, as required by this solicitation, must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

Each potential contractor for a major third party contract must provide to the Agency a certification for a primary participant. Each potential subcontractor must provide to the Agency a certification for a lower-tier participant. In general, subcontracts of less than \$25,000 will not be covered by the certification procedures.

### **RESTRICTIONS ON LOBBYING**

As a recipient of federal funds, the Agency is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This solicitation contains the following: a certification form entitled "Certification of Restrictions on Lobbying," the Office of Management and Budget (OMB) Standard Form LLL entitled "Disclosure of Lobbying Activities," and a document entitled "Limitation on Payments to Influence Certain Federal Transactions."

The successful Offeror to this solicitation will be required to complete and submit to the Agency the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place. If the successful Offeror did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to the Agency.

All forms must be completed and submitted with the Offer. Failure to complete this certification shall render an Offer nonresponsive to this solicitation and will result in the rejection of the Offer.

## Party and Participant Disclosure Forms

In conformance with the statutory requirements of the State of California SunLine Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, all Offerors must complete the Party and Participant Disclosure Forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only ONE copy of the completed form(s) as part of its proposal and it should be included only in the **original** proposal. Both Offeror and its subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form".

**CERTIFICATION OF PRIMARY PARTICIPANT  
Regarding Debarment, Suspension and Other Responsibility Matters**

The \_\_\_\_\_ certifies to the best of its  
(firm name/principal)  
knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a SunLine entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant, \_\_\_\_\_  
(firm name/principal)

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

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that \_\_\_\_\_ has authority under State and local law to comply with the subject assurances that the certification above has been legally made.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date

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**CERTIFICATION OF LOWER-TIER PARTICIPANTS**  
**Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion**

The \_\_\_\_\_  
(firm name/principal)

certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participant in this transaction by any Federal department or agency.

If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The \_\_\_\_\_  
(firm name/principal)

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

\_\_\_\_\_  
Signature/Title of Authorized Official

The undersigned chief legal counsel for \_\_\_\_\_ hereby certifies that \_\_\_\_\_ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date

**CERTIFICATION  
OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of  
(name of proposer)

\_\_\_\_\_ that:  
(name of company)

**(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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

Agreement No.07-002

**CERTIFICATION OF DRUG FREE WORKPLACE**

I, \_\_\_\_\_, hereby certify on behalf of  
(name of authorized official)

\_\_\_\_\_ that  
(name of company)

The CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with SunLine 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 \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

**AFFIDAVIT OF NON-COLLUSION (required)**

*Submit this form with the Price Proposal, failure to do so is grounds for disqualification.*

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

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

Bidder's Company Name

Legal Structure  
(corp./partner/proprietor)

Principal Office Address

City, ST, Zip

Phone Number

Fax Number

E-Mail

Federal Employer Identification Number

Title of Person Authorized to Sign

Print Name of Person Authorized to Sign

Date Signed Authorized and Signature

**SUNLINE TRANSIT AGENCY  
AND ITS AFFILIATED AGENCIES**

To be completed only if campaign contributions have been made in the preceding 12 months.

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_  
Street

City State Zip Phone

Application or Proceeding  
Title and Number: \_\_\_\_\_

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Party and/or Agent

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**SUNLINE TRANSIT AGENCY BOARD of DIRECTORS**

<b><u>Member Entity</u></b>	<b><u>Board Member</u></b>
Desert Hot Springs	Alex Bias
Palm Springs	Ron Oden
Cathedral City	Bud England
Rancho Mirage	Alan Seman
Palm Desert	Robert Spiegel
Indian Wells	Ed Monarch
La Quinta	Don Adolph
Indio	Michael Wilson
Coachella	Richard Macknicki
Riverside County	Roy Wilson

### **CONFLICTS OF INTEREST STATEMENT**

Offerors shall provide a list of all entities with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this RFP. The list should indicate the name of the entity, the relationship to the Offeror, and a discussion of the conflict.

**EXHIBIT D**  
**PROPOSED AGREEMENT**

**AGREEMENT**  
**BETWEEN**  
**SUNLINE TRANSIT AGENCY**  
**AND**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_, **2007**, by and between SunLine Transit Agency, a California Joint Powers Authority, 32-505 Harry Oliver Trail, Thousand Palms, California 92276-3501, (hereinafter referred to as "AGENCY"), and (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, AGENCY desires to acquire ITS Systems prepare for its operations in the Coachella Valley area of Riverside County; and

**WHEREAS**, CONTRACTOR has submitted a proposal for ITS Systems and further has represented that it has the requisite personnel and experience, and is capable of providing the deliverables and in performing the services therewith for AGENCY; and

**WHEREAS**, CONTRACTOR wishes to provide the deliverables and services;

**NOW, THEREFORE**, it is mutually understood and agreed by AGENCY and CONTRACTOR as follows:

**ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the Agreement between AGENCY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. AGENCY's failure to insist in any one or more instances upon CONTRACTOR's

performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AGENCY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AGENCY except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

### **ARTICLE 2. AGENCY DESIGNEE**

The General Manager or his successor with the AGENCY shall have the authority to act for and exercise any of the rights of AGENCY as set forth in this Agreement

### **ARTICLE 3. STATEMENT OF WORK**

A. On or about \_\_\_\_\_, 2007, CONTRACTOR provided AGENCY with a response to AGENCY's request for proposals to provide ITS Systems for its operations in the Coachella Valley area of Riverside County for AGENCY. In making its proposal CONTRACTOR offered to provide all labor, materials, equipment and services required to perform the Statement of Work attached hereto as Exhibit \_\_ and incorporated herein by this reference. CONTRACTOR further offered to perform the Statement of Work in accordance with the Price Schedule, attached hereto as Exhibit \_\_ and incorporated herein by this reference. CONTRACTOR shall supply the services and Deliverables to AGENCY subject to the specific terms and conditions described in the Statement of Work (Exhibit A) in accordance with the Price Schedule (Exhibit B). CONTRACTOR shall supply consultant services as more specifically described in the Statement of Work. CONTRACTOR shall perform the work necessary to comply with the Statement of Work in a manner satisfactory to AGENCY for the costs set forth in the Pricing Schedule, Exhibit B.

B. All services and equipment shall be provided at the times and places designated by AGENCY.

#### **ARTICLE 4. DELIVERY SCHEDULE**

CONTRACTOR shall supply the services in the Scope of Work between the date of award and 30 June, 2007, unless earlier terminated or extended as provided elsewhere in this Agreement.

This agreement may be extended by AGENCY exercising its unilateral right to accept the offer for an option year (1 July 2007 to 30 June 2008).

#### **ARTICLE 5. PAYMENT**

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 6 below, AGENCY shall pay CONTRACTOR on a firm-fixed-price basis in accordance with Exhibit B.

B. CONTRACTOR shall invoice AGENCY for payments corresponding to the equipment supplied and for the work actually completed by CONTRACTOR.

#### **ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AGENCY and CONTRACTOR mutually agree that AGENCY's maximum cumulative payment obligation hereunder (including obligation for CONTRACTOR's profit), shall be \$ \_\_\_\_\_ for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the Deliverables and costs arising from Contractor's performance of this Agreement.

**ARTICLE 7. NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**To CONTRACTOR:****ATTENTION:****To AGENCY:**

SunLine Transit Agency  
32-505 Harry Oliver Trail  
Thousand Palms, CA 92276-3501

**ATTENTION:**

Procurement Officer  
PH: (760) 343-3456  
FAX: (760) 343-3845

**ARTICLE 8. INDEPENDENT CONTRACTOR**

CONTRACTOR's relationship to AGENCY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be considered exclusively to be employees of CONTRACTOR and not employees of AGENCY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

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**ARTICLE 9. INSURANCE**

During performance hereunder, CONTRACTOR shall maintain a certificate of insurance with the following limits of liability, and CONTRACTOR shall not of its own initiative cause such insurance to be cancelled or materially changed during the term of this project. Comprehensive General Liability, including Contractual, Independent Contractors, and Personal Injury Liability, with at least the following limits of liability. Combined single limits of liability for \$1,000,000.00 per occurrence. Automobile Liability, including any autos, with at least the following limits of liability:

- A. Primary Bodily Injury Liability limits of \$1,000,000.00 per occurrence; and
- B. Primary Property Damage Liability limits of \$1,000,000.00 per occurrence;
- C. Combined single limits of liability for Primary Bodily Injury and Primary Property Damage of \$1,000,000.00 per occurrence;
- D. Workers' Compensation Insurance with the limits established and required by the State of California;
- E. Employer's Liability with limits of \$1,000,000.00.

Prior to commencement of any work hereunder, CONTRACTOR shall furnish to AGENCY's Chief Financial Officer, a certificate of insurance evidencing the required insurance coverage's for CONTRACTOR and further providing that: Certificate shall name and apply specifically to this project/site location on each certificate (worker's compensation coverage is an exception to this requirement); AGENCY is named as an additional insured to the extent of CONTRACTOR's contractual obligations set forth under Article 13 "Indemnification", on Comprehensive General Liability and Automotive Liability insurance with respect to performance hereunder, and; the coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder and; thirty (30) days prior written notice of cancellation or material change in

coverage be given to AGENCY. "Occurrence", as used herein, means any event or related exposure to conditions which result in bodily injury or property damage. CONTRACTOR shall also execute and provide AGENCY with the Labor Code certificate attached hereto as **Exhibit \_\_\_**.

Insurance coverage to be placed with licensed authorized insurance carriers having at least a B-7 Best Insurance Rating or equivalent.

#### **ARTICLE 10. CHANGES**

By written notice or order, AGENCY may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AGENCY by CONTRACTOR as described in the Scope of Work. 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, CONTRACTOR shall promptly notify AGENCY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

#### **ARTICLE 11. DISPUTES**

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AGENCY's Chief Financial Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Chief Financial Officer shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, CONTRACTOR mails or otherwise furnishes to the Chief Financial Officer a written appeal addressed to AGENCY's General

Manager. The decision of the AGENCY's General Manager or duly authorized representative for the determination of such appeals shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement in accordance with the decision of AGENCY's Chief Financial Officer. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AGENCY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

## **ARTICLE 12. TERMINATION**

A. AGENCY may terminate this Agreement for its convenience any time, in whole or part, by giving CONTRACTOR written notice thereof. Upon termination, AGENCY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of 48 CFR 49 and Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AGENCY sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in

accordance with the provisions of the FAR referenced above. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience. CONTRACTOR shall have no rights to terminate this Agreement or any subcontracts for CONTRACTOR's convenience.

B. AGENCY may terminate this Agreement for CONTRACTOR's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, or if CONTRACTOR breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within thirty (30) calendar days after written notice thereof by AGENCY. CONTRACTOR shall be liable for any and all reasonable cost incurred by AGENCY as a result of such default including, but not limited to, reprocurement costs of the same or similar services defaulted by CONTRACTOR under this Agreement. Such termination shall comply with 48 CFR 49 and Part 49, of the FAR.

C. CONTRACTOR shall have no rights to terminate any subcontracts for cause and then perform the work with its forces without the AGENCY's prior written consent. AGENCY reserves the right to require CONTRACTOR replace its terminated subcontractor with another subcontractor agreeable to the AGENCY and to do so without any increase or delay in the performance of this Agreement.

### **ARTICLE 13. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless AGENCY, its officers, directors, employees and agents from all losses, damages, claims for personal injury or damages to real or personal property to the extent caused by CONTRACTOR'S negligence. CONTRACTOR agrees to indemnify AGENCY against expenses, including reasonable attorneys' fees, and liability arising from any such claim of infringement

provided CONTRACTOR has the right to control the defense or settlement of any such claim in accordance with the following:

A. CONTRACTOR, at its own cost and expense, shall indemnify, defend and hold harmless AGENCY from and against any and all claims, demands, actions, suits, damages, liabilities, losses and expenses (including reasonable attorney's fees and disbursements) for personal injury or property damage asserted by third parties to the extent caused by the negligence or willful misconduct of CONTRACTOR in connection with CONTRACTOR'S performance, or failure to perform this Agreement hereunder ("Third Party Claims").

B. AGENCY shall promptly give written notice to CONTRACTOR after obtaining knowledge of any potential or actual Third Party Claim against AGENCY as to which recovery may be sought against CONTRACTOR because of the indemnity set forth in clause (i) above.

C. CONTRACTOR will have the right to defend AGENCY against any such Third Party Claim with counsel mutually agreed upon by CONTRACTOR and AGENCY.

In addition:

- (i) AGENCY may retain separate co-counsel at its sole cost and expense to monitor the defense of the Third Party Claim provided however, that CONTRACTOR shall have the right to control the defense of such Third Party Claim in CONTRACTOR'S sole discretion.
- (ii) AGENCY will not consent to the entry of any judgment or enter into any settlement with respect to such Third Party Claim without the prior written consent of CONTRACTOR.

(iii) AGENCY shall cooperate with all reasonable requests of CONTRACTOR in connection with the defense of such Third Party Claim.

D. To the extent reasonably possible, AGENCY shall use its good faith efforts to mitigate any losses which CONTRACTOR is obligated to indemnify against pursuant to this indemnification paragraph.

#### **ARTICLE 14. ASSIGNMENTS AND SUBCONTRACTING**

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AGENCY. Consent by AGENCY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

#### **ARTICLE 15. AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR shall provide AGENCY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AGENCY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AGENCY. AGENCY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors. CONTRACTOR shall permit any of the foregoing parties to

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reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

#### **ARTICLE 16. FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. CONTRACTOR further certifies that 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.

#### **ARTICLE 17. 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, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) 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, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of

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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. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(2) 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, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

(4) CONTRACTOR also agrees to include these requirements in each subcontract entered into pursuant to this Agreement.

**ARTICLE 18. DISADVANTAGED BUSINESS ENTERPRISES**

In connection with its performance under this Agreement, CONTRACTOR agrees to cooperate with AGENCY in meeting AGENCY's one percent (1%) participation goal with regard to the maximum utilization of Disadvantaged Business Enterprise (DBEs). CONTRACTOR will use its best efforts to ensure that DBEs shall have an equitable opportunity to compete for contract work under this Agreement.

**ARTICLE 20. PROHIBITED INTERESTS**

A. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or employee of AGENCY during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to the benefits thereof.

**ARTICLE 21. OWNERSHIP OF REPORTS AND DOCUMENTS**

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AGENCY. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from AGENCY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AGENCY.

**ARTICLE 22. PATENT AND COPYRIGHT INFRINGEMENT**

In lieu of any other warranty by AGENCY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AGENCY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright. CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given Agency, information and assistance at CONTRACTOR's expense for the defense of same.

**ARTICLE 23. FINISHED AND PRELIMINARY DATA**

A. All of CONTRACTOR's finished technical data, developed specifically for the AGENCY, including but not limited to, technical documentation and user documentation, photo prints and other graphic information required to be furnished under this Agreement, shall be AGENCY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no interest or claim to such finished, AGENCY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552 and the California Public Records Act, SunLine Code §6250 et seq.

B. It is expressly understood that any title to preliminary technical data is not passed to AGENCY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for AGENCY's acceptance before approval is given for preparation of finished artwork. Preliminary data

title and right thereto shall be made available to AGENCY if CONTRACTOR causes AGENCY to exercise Article 16 "Termination", and a price shall be negotiated for all preliminary data.

#### **ARTICLE 24. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local SunLine; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

#### **ARTICLE 25. RECYCLED PRODUCTS**

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

#### **ARTICLE 26. ENERGY CONSERVATION**

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

This Agreement shall be made effective upon execution by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first above written.

**CONTRACTOR**

**AGENCY**

**SUNLINE TRANSIT AGENCY**

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

C. Mikel Oglesby  
General Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Lisa Garvin Copeland  
General Counsel