

Proposal to Update the
Joint Short-Range Transit Plans



Prepared for the
San Luis Obispo Regional Transit Authority
and
San Luis Obispo Transit

July 31, 2023



SECTION A: INTRODUCTION



LSC Transportation Consultants, Inc.

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August 1, 2023

Mr. Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority
253 Elks Lane
San Luis Obispo, CA 93401

RE: 2023 Joint Short Range Transit Plans for RTA and SLO Transit

Dear Geoff:

With this letter and attached proposal, LSC Transportation Consultants, Inc. (LSC) and Studio Six are proud to present their qualifications to prepare the Joint Short Range Transit Plans (SRTP) for the San Luis Obispo Regional Transit Authority (RTA) and the City of San Luis Obispo (SLO Transit). Our highly qualified team combines the expertise of LSC, a transportation planning and engineering firm with over 30 years of experience in transit planning for northern California transit systems, and Studio Six, a Disadvantaged Business Enterprise (DBE) and marketing agency specializing in transit branding, to present a proposal that is responsive to your Request for Proposal (RFP). LSC has a strong understanding of transit issues in San Luis Obispo County and the surrounding area and we bring extensive experience in developing successful and implementable transit plans throughout the west, and in northern regions of California. Studio Six has a track record of producing measureable changes in ridership and perception as a result of their transit branding expertise.

We believe the following attributes make our Project Team the optimal choice to conduct this important study:

- Our Project Team members have a reputation for quality planning studies, completed on schedule, and with a high degree of flexibility in addressing our client's needs.
- LSC has gained a reputation for realistic transit planning that fully considers often limited local funding and the challenges in providing service to the low-density, auto-dominated areas of the American West.

- The size of our firm is optimal for a project of this scope and complexity. We are large enough to provide the staff and “backup” necessary to successfully complete the study on schedule, small enough to ensure that the project is given the highest priority within our office.

As shown in the organizational chart included in the proposal, Genevieve Evans will act as Project Manager. Ms. Evans has 20 years of transit planning experience in rural and small urban communities. Traci Jones will act as Principal-in-Charge for Studio Six. Our firms have the capacity and available staff to complete the project on time. No members will be removed without explicit permission of the San Luis Obispo RTA and City of San Luis Obispo, or should a member leave either firm, the RTA and the City shall approve replacements.

The following pages present LSC and Studio Six’s proposal to address the work scope in RFP. LSC hereby certifies that we received all RFP materials. As Principal with the firm, I am authorized to negotiate on behalf of and to contractually bind the firm. Please contact me for any additional information regarding our proposal, past work, and qualifications. This proposal is valid for 90 days after the proposal due date. We look forward to assisting the San Luis Obispo RTA and City of San Luis Obispo in updating the Joint SRTPs to best serve the region.

Thank you for the opportunity to present our proposal.

Respectfully Submitted,
LSC Transportation Consultants, Inc.

by 

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Proposal to Update the
Joint Short-Range Transit Plans

For the RTA and SLO Transit

Prepared for

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July 31, 2023

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Attachment E: Debarment and Suspension Certification
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Attachment G: Federal Tax Liability Certification
Attachment I: Cost Proposal
Attachment J: Joint SRTP Confidential Financial Documents for LSC Transportation
Consultants, Inc.

SECTION B. PROFILE OF THE FIRMS



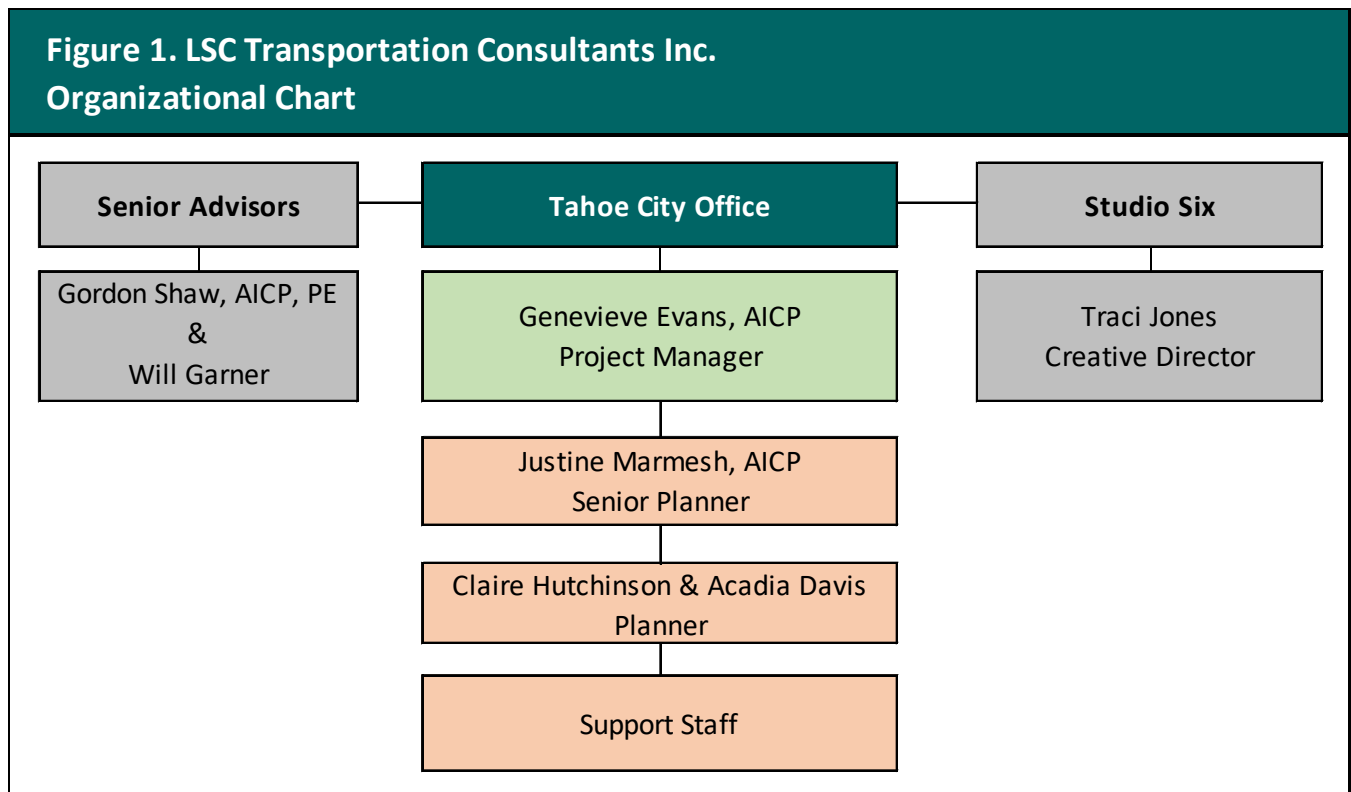
For this project, we propose LSC Transportation Consultants Inc. as the lead firm, supported by Studio Six.

LSC Transportation Consultants, Inc. (LSC) is a multidisciplinary transportation planning and engineering firm, providing services in the specific fields of transit planning, traffic engineering, bicycle and pedestrian planning, performance reviews, and parking analysis. Originally established in 1977 as Leigh, Scott and Cleary, Inc., the firm has grown to include offices in Denver and Colorado Springs, Colorado, and Tahoe City, California, with a total of 22 professionals as well as support staff.

The planning branch of LSC provides services including transportation systems planning, transit planning and operations, transit facility design, transportation audits, and Tribal transit planning. Our firm has extensive experience providing such services to counties and communities around the country ranging from small rural towns to medium-sized cities, including several previous studies in the San Luis Obispo region. We take pride in being able to offer the sensitivity, flexibility, and innovative ability that small firms characteristically best provide. LSC is financially well established with annual billings of approximately \$3.4 million per year.

The team based out of Tahoe City, California will be responsible for conducting all aspects of the project. The Tahoe City office was established in 1992 and supports five transportation planners as well as five engineers and two support staff. A firm organizational chart is provided. Genevieve Evans, AICP will serve as Project Manager for the project and is based out of the Tahoe City office.

Figure 1. LSC Transportation Consultants Inc. Organizational Chart



STUDIOSIX

Studio Six is a transportation marketing agency based in Colorado that develops transit brands and marketing campaigns with the sole purpose of elevating the transit experience. The firm works with cities and transit organizations to launch new transit services and improve the perception of public transportation in cities around the country. Studio Six provides a comprehensive branding process that is founded on community collaboration and facilitation. It is this process that makes our work successful and results in measurable ridership increases. The process also garners positive community support of transit-related initiatives. Our team includes a branding strategist, marketing director, designers, photographers, videographers, and developers. We develop creative campaigns tailored to meet specific criteria and strategic business objectives. Studio Six is a registered Disadvantaged Business Enterprise (DBE). For this project, Studio Six will develop marketing plans, design campaigns, and joint branding recommendations.

FINANCIAL CAPACITY

LSC's completed tax returns for 2021 and 2022 are included in Attachment J as evidence of financial stability and capacity.

SECTION C. PROJECT APPROACH

PROJECT UNDERSTANDING

San Luis Obispo County is a diverse and challenging region to effectively serve with public transit. The region includes a major university (California Polytechnic State University (Cal Poly)) and vibrant community college (Cuesta College), numerous cities and communities, extensive rural areas, as well as tourist attractions and military facilities. The San Luis Obispo Regional Transit Authority (RTA) and City of San Luis Obispo Public Works Department (SLO Transit) have shown a continued commitment to adapt and expand transit services to meet the needs of the communities they serve while remaining financially constrained over the long-term. Over the past four years, RTA and SLO Transit have adapted to unprecedented challenges resulting from COVID, continuing to provide public transit service and navigating the sudden and significant decrease in fare revenue as college campuses closed and ridership dropped.

RTA and SLO Transit recognize that now more than ever, there is a need to review service strategies and priorities to ensure that the organization best uses its limited resources to meet the needs of the region. As the region's transit needs rebound and evolve, and as state and federal funding opportunities change, RTA and SLO Transit need to define contemporary service, capital programming, and financial strategies that maximize short-term services within the next seven years while maintaining strong long-term financial footing. Key objectives of the SRTP as identified by the RFP include the following:

- Evaluate current demographic and socioeconomic conditions for the region and compare them to past and projected conditions.
- Assess land use patterns within the region and understand how forecasted land use change will impact transit service needs.
- Evaluate current operational data for RTA and SLO Transit services for both fixed route and on-demand services.
- Identify sustainable service levels for RTA and SLO Transit by reviewing existing goals, objectives, and standards.
- Utilize financial projections to develop a financially constrained plan for the two services for the next seven years.
- Investigate possible opportunities for consolidation and coordination between transit providers.
- Identify opportunities to increase efficiency and cost-sharing within and between RTA and SLO Transit.

The joint RTA and SLO Transit SRTP provide an invaluable opportunity for the two agencies to build on the 2016 joint SRTP (conducted by LSC) to increase efficiency both individually and jointly, identify areas for growth and improve overall public transit service for riders within San Luis Obispo County.

Based on the study team's experience working with RTA and SLO Transit and review of previous plans and reports, we are aware of transit-related concerns current and specific to the County, including the following:

- The need to provide coordinated public transit within the City of San Luis Obispo and the county as a whole while still allowing the two transit agencies to adequately address the different needs of their riders.
- The long-term goal of transitioning to a 100 percent zero-emission fleet and the challenges of implementing and financing new vehicle technology.
- Rising operating costs and low ridership compared to pre-pandemic conditions.
- Regaining college student ridership
- The need for an improved Downtown Transit Center
- Continued integration of South County Transit with RTA.
- Driver recruitment and retention for both agencies.

SCOPE OF WORK

Our work scope is in response to the Request for Proposal (RFP) released by the RTA to prepare a Joint Short Range Transit Plan (SRTP) for RTA and SLO Transit. LSC and Studio Six will work closely with RTA and City of SLO staff throughout the process to complete all proposed project tasks and produce eight Working Papers, as well as Administrative Draft, Public Draft, and Final Joint SRTPs. LSC anticipates that the project will extend over 15 months from Notice to Proceed to project completion.

Task 1: Project Administration

The Consultant Team’s responsibilities for this task are limited to administering the contract on our end and providing monthly updates. LSC will submit monthly project status reports with detailed itemized billing invoices describing the tasks performed in the previous month, any complications or concerns which have arisen in the project, and the next steps to take place. LSC will facilitate monthly virtual meetings with the Steering Committee (RTA, SLO Transit, and San Luis Obispo Council of Governments (SLOCOG)) to review project progress.

Task 1 Deliverables

- ✓ Monthly project status reports and itemized invoices
- ✓ Monthly meeting agenda and notes

Task 2: Confirm Project Goals and Finalize Scope of Services, Work Plan and Schedule

The Consultant Team will first establish the communication link necessary to ensure the success of the study. LSC will develop and provide the RTA Executive Director, SLOCOG, and SLO Transit staff with a list of desired data items. An initial “kick-off” meeting will then be held between LSC, RTA, SLO Transit, and SLOCOG staff and others at the direction of RTA, SLO Transit, and SLOCOG.

Task 2 Deliverables

- ✓ Data Needs List
- ✓ Kick-off meeting agenda and notes

- ✓ Finalized Project Schedule and Cost
- ✓ Draft online and onboard survey instruments

Task 3: Overview of Transit Systems

This task will provide an overview of the current services operated by both the RTA and SLO Transit, including RTA South County routes, RTA Paso Robles routes, and Dial-A-Ride and Runabout services throughout the county. A comprehensive profile will be developed to situate the RTA and SLO Transit network of transit services, including fixed routes, express routes, and paratransit services, within a broader regional context. A profile of the operational and financial characteristics of both service providers will be developed. The following items will be included in the transit system overview.

- **Brief History, Governance, and Organizational Structure**
- **Services Provided and Areas Served.** An overview of each service operated for RTA and SLO Transit, including fixed route and demand response (both DAR and ADA paratransit). Gaps in current services will be identified, and overviews of connecting services will be developed.
- **Fare Structure.** The current fare and transfer structure and policies, including details and dates of any recent fare policy and level changes, fare agreements with area institutions, and fare policies connecting transit agencies.
- **Revenue Fleet.** An inventory and replacement schedule of the current revenue and non-revenue vehicle fleet. Agency-specific Innovative Clean Transit (ICT) requirements for fleet transition to Zero Emission Buses (ZEB) will be reviewed as well as the RTA Readiness Plan and the SLOCOG ZEB Plan.
- **Existing Facilities.** An inventory and capital plan for existing facilities for both RTA and SLO Transit. This includes bus stops and bus stop amenities, transit centers, transfer points, operating and maintenance facilities, fueling location and type, vehicle storage locations with capacity, administrative offices, commuter park and ride locations, and capacity and bicycle storage facilities. The Team will discuss the recently completed RTA Operations and Maintenance facility.
- **Document Review.** To benefit from the extensive planning work done in the region over recent years, the Consultant Team will review a list of recent study documents, as presented in the RFP.

Task 3 Deliverables

- ✓ Working Paper #1
- ✓ On-Site Advisory Committee Meeting Presentation

Task 4: Goals, Objectives and Standards

A crucial step in the effective management of an organization is defining appropriate and functional goals, objectives, and standards. For public transit agencies, that means addressing competing system demands and perspectives of various user groups, appropriate policy statements, and standards that help to better inform decision-making and support the transit program's overall purpose.

The Consultant Team will evaluate current mission statements, goals, objectives, and standards from the prior SRTPs and other policy documents against current operating data, recent findings, discussions with staff, audit recommendations and reports, and updated federal and state regulations (SB 125 and AB 149). In a post-COVID era, it is important to recognize that transit demand has experienced a long-term change and operating costs are rising, and this should be reflected in RTA and SLO Transit goals and standards. Therefore, the Consultant Team will provide a list of individualized recommended changes to the agency’s goals, objectives, and standards for review by the Steering Committee.

After review by the Steering Committee, the RTA Project Manager will present and discuss the recommended goals, objectives, and standards with the Advisory Bodies. The Consultant Team will then incorporate findings from these discussions and prepare Working Paper #2: New and revised goals, objectives, and standards. As applicable, the Consultant Team will also recommend changes to the RTA Strategic Business Plan and the City of San Luis Obispo General Plan as they relate to public transit.

Task 4 Deliverables

- ✓ Working Paper #2 - Goals, Objectives, and Standards

Task 5: Service and System Evaluation

This task will provide a quantitative and qualitative evaluation of service performance to identify the strengths and weaknesses of both RTA and SLO Transit. This task will build upon the goals and objectives established as part of Task 4.

Task 5.1: Service Standards

In this task, the Consultant Team will calculate a wide variety of transit performance measures for RTA and SLO Transit based on the four most recent full fiscal years for which data is available. Performance measures analyzed will address service effectiveness, financial efficiency, passenger loads, and on-time performance. As part of the analysis, actual performance will be compared to recommended service standards from Task 4.

Task 5.2: Demographic and Transit Standards Analysis

The Consultant Team will develop and present in graphic and table format a comprehensive dataset for the region reflecting key demographic factors that impact the potential for transit need. A “transit score” map will be developed using ArcGIS that presents an overall score weighted by the importance of the various transit-dependent categories to identify areas of strong and weak overall transit demand. By overlaying the existing transit service area on the individual demographic maps and overall score map, the alignment of transit demand with existing services will be displayed.

Task 5.3: Review of Past Service

This subtask will look at longer-term historical trends by reviewing up to ten years of both RTA and SLO Transit service ridership and performance. Adjustments to the data, or factors (such as changes in data collection or expansion of services) that may have impacted year-over-year performance will be accounted for and discussed. A specific comparison of performance pre-COVID to the latest complete fiscal year data will be included.

Task 5.4 – Onboard Surveys / Boarding & Alighting Counts / On-time Performance Monitoring / Transfer Analysis

To further our understanding of the current services, LSC proposes to conduct an onboard passenger survey. The survey effort will help the Consultant Team develop a clear understanding of actual trip-making patterns, demographic characteristics of existing ridership, their perception of existing services, and desired service improvements. Data collected may include travel mode, trip purpose, origin/destination, ridership frequency, and desired service improvements.

LSC proposes to place a trained contract surveyor on every weekday run of RTA Routes 9, 10, 12, 14, 15, South County Routes 21, 24, 27, and 28, Paso Robles Routes A and B, and SLO Transit Route 1 through 4 (A and B). Although one full weekday of service will be surveyed, surveys will take place over multiple days. LSC staff will be on site to supervise the survey effort and survey workers will be provided with badges to identify them. Surveys will be conducted during October 2023 on days when Cal Poly is in full session and LSC will work to conduct surveys between Tuesday and Thursday.

These surveyors will also be provided with forms to record boarding and alighting activity by stop, as well as on-time performance at key stops (typically 4 to 5 stops per route). Data for ridership by stop, ridership by run and route, and on-time performance will be summarized.

The Consultant Team will provide survey forms for drivers to distribute surveys on the Nipomo DAR, Paso DAR, Shandon/Templeton DAR, and Runabout, along with collection envelopes and written instructions. The resulting data will be summarized for each service. The result of the surveys will provide the Study Team with a clear picture of transit user profiles throughout both systems, their needs and perceptions of existing services, and overall general opinion about each transit service.



Task 5.5 – Public Opinion Surveys

The Consultant Team will develop an online community survey to gather public opinion on the transit system from both current riders as well as those who do not use public transit. The online community survey will be launched to coincide with the onboard survey effort. This survey will explore the transit needs of respondents, potential areas for improvement, barriers to use, and overall impressions of RTA and SLO Transit. The survey link and flyers will be distributed to regional partners as identified by the Study Steering Committee, including nearby cities, SLO County, Cal Poly, Cuesta College, and SLO Rideshare. The Consultant Team will also advertise the community survey through local media outlets and social media.

Task 5.6 – Stakeholder and Operator Staff Meetings

The Consultant Team will work with the Steering Committee at the beginning of the project to identify important stakeholders to be included in the system evaluation process. As part of an on-site visit, the Project Manager will meet with these stakeholders at a group meeting. Follow-up Zoom meetings will be conducted with those stakeholders unable to attend (up to 5 Zoom meetings).

In addition, meetings will be held with operating staff (drivers and dispatchers) at both RTA and SLO Transit to discuss operational issues and suggestions for improvements. These will be in a “drop-in”

format, to accommodate drivers' varied schedules. The two sessions will be in-person and scheduled during the same on-site visit. The Project Manager will also hold one-on-one meetings with the operations manager and lead operations supervisor.

Task 5.7 – Recap of Miles, Hours, and Ridership

This subtask will provide a five-year review of RTA and SLO Transit service levels and ridership by route and service type. We will identify the factors that led to changes in miles and hours such as service reductions, increases, or changes in the local environment that impacted ridership.

Task 5.8 – Paratransit Performance

This section will discuss the Runabout program services including service area, origin/destination patterns, and performance.

Task 5.9 – FTA Triennial Reviews

Findings from the two most recent FTA Triennial Reviews for each agency will be summarized and the status of follow-up remedial actions will be documented. This may lead to plan recommendations.

Task 5.10 – TDA Performance Audits

A similar process will be applied to the state-mandated TDA Performance Audits. The SLOCOG audit (as the RTPA) will also be reviewed for any transit-specific findings.

Task 5 Deliverables

- ✓ Working Paper #3, including analysis for Task 5, a summary of onboard surveys, stakeholder meetings, and driver “drop-in sessions” including comparisons to most recent surveys.

Task 6: Operations and Marketing Plan and Budgets

Task 6.1 – Transit Operations Plans

Based on the evaluation and analysis completed as part of Working Papers #1 - 3, the Consultant Team will analyze a wide variety of potential service, capital, and financial potential plans (alternatives) to improve ridership, mobility, and cost efficiency for RTP and SLO Transit for the next seven years. LSC will define each short and mid-term service change being considered including mode and type of service, headways or response time, days and hours of service, productivity, cost per trip, revenue/cost, and subsidy/trip. Each service change will also be evaluated against the goals, standards, and objectives defined in Task 4. Any service to be run in partnership with other agencies will be identified. Particular attention will be paid to improvements that expand transit availability to seniors and persons with disabilities and improvements necessary to address FTA audit or TDA audit findings, or Title VI evaluation.

The Potential Operations Plans will contain the following elements:

- Summary of existing and proposed transit services provided by RTA and SLO Transit for the seven-year Plan period by type including any impact on ADA complementary paratransit

services. Proposed transit services to be provided in partnership with other jurisdictions and agencies will be identified separately. Both narrative and graphic formats will be used.

- Ridership, hours, miles, and cost impacts for each proposed plan element are presented in tabular format along with a narrative description.
- Summary of service recommendations for each agency given three different financial scenarios for the Plan period: reduction in FTA/TDA funding, no change in FTA/TDA funding, and increase in FTA/TDA funding. This may require evaluation of reductions in transit service to maintain a balanced budget.
- Peer system analyses for both RTA and SLO Transit separately. LSC will define the criteria that will be used for the selection of the peer systems, such as comparability in terms of population, presence of a university, annual vehicle-hours of service, population density, and budget. A performance analysis comparison of RTA and SLO will be conducted, and the results discussed.

The results of Task 6.1 will be compiled into **Working Paper #4** for review by the Steering Committee. The Working Paper will be discussed with the committee as part of an on-site meeting. After review by the Steering Committee, the Consultant Team will develop a series of graphics in .jpeg format which outline each alternative operating plan. These will be available for viewing and input online and presented at **three in-person public meetings** throughout the County. The Study Team will work with RTA and SLO Transit to advertise the meetings appropriately in both Spanish and English. A Spanish-language interpreter will be present at all the public meetings. LSC proposes that one public meeting will be conducted in Spanish and that focused efforts will be made by the Consultant Team to advertise this meeting among agencies and organizations within the Latino community.

Task 6.1 Deliverables

- ✓ Working Paper #4
- ✓ On-Site Advisory Committee Meeting Presentation
- ✓ Outreach graphics with survey
- ✓ Three On-site Public Meetings (as part of 1 on-site visit)

Task 6.2: Transit Operating Budget and Financial Projections

To develop a financially constrained plan, trends in transit revenue levels need to be understood. LSC will project future operating funding allocations for RTA and SLO Transit from sources such as the Transportation Development Act, the Federal Transit Administration, State programs, fares, and private partnerships. These projections will be used to estimate future transit revenues during the seven-year planning period so that a financially constrained plan can be developed for the first five years. Factors that will be considered include projected inflation, 2014 RTP forecasts, fare agreements with neighboring transit operators, changes to labor and service agreements, and SLOCOG projections for transit-related funding sources.

Task 6.2 Deliverables

- ✓ Working Paper #5

Tasks 6.3. Marketing Plans

Studio Six will develop (2) comprehensive marketing strategies that will provide a road map for increasing awareness and ridership of RTA and SLO Transit. By implementing a marketing process that is founded on community collaboration, Studio Six will assist RTA and SLO Transit in developing a dynamic, modern marketing program that will resonate with target audiences. The first step to building effective transit marketing begins with a market assessment to understand:

1. The demographics and psychographics of current and prospective riders.
2. Market entry barriers—challenges, pain points, and perceptions that need to be overcome.
3. Opportunities for attracting new riders, promoting new services, etc.

The market assessment will build upon the service area profile and passenger/stakeholder surveys.

After Studio Six has reviewed the marketing programs of the last four years and studied the survey results, virtual sessions will be conducted to gain additional insights from riders and key community members. These sessions will be focused on how to improve the current marketing program and will identify new tools that are needed to supplement the current marketing programs.

Comprehensive marketing strategy documents will then be developed that include:

1. The findings of the market research
2. Target audience segmentation
3. Benefits and values matrix per audience
4. Marketing goals
5. Outreach strategies and media mix per audience
6. Mood boards to inspire future marketing campaigns
7. General timeline for marketing tactics

This document will allow RTA and SLO to understand the marketing priorities and how to best use their marketing budgets. It will result in increased and widespread awareness of their services, help attract new riders, and overall shape a positive perception of the transit services.

Task 6.3 Deliverables

- ✓ Working Paper #6

Task 7: Capital Improvement Plans

This task will coincide with and support the findings and recommendations of previous tasks by identifying the appropriate equipment and facility needs for operating fixed routes and paratransit over the plan period, specifically as it pertains to recommended service changes, maintaining a reliable and safe transit system and to the current CARB ICT Requirements. This task will address the revenue vehicle fleet, non-revenue vehicle fleet, major transit facilities, major shop tools and equipment as well as the possibility of coordinating joint procurement activities between the two operators.

Task 7 Deliverables

- ✓ Working Paper #7

Task 8: Analyze Joint Coordination between the RTA and SLO Transit

Coordination of services can potentially yield a range of substantial benefits to both the transit programs and the region. The Consultant Team will review strategies for the coordination of both capital and service planning between RTA and SLO Transit. This includes potential joint procurement or grant applications, better intercity connections, and coordination of the schedule change calendar. The individual capital plans developed as part of the previous task will be reviewed to determine opportunities for coordination.

The Runabout ADA paratransit service serves the entire county and is an example of existing coordination. ADA paratransit service can be costly, particularly in a large county. As part of this task, the Consultant Team will review strategies to reduce these costs, including solutions discussed at the March board meeting as well as alternative strategies such as comingling of microtransit and paratransit.

Task 8 Deliverables

- ✓ Working Paper #8

Task 9: Draft Joint Plans

The eight working papers, along with comments and revisions received during the planning process, will be combined into administrative drafts for each transit agency. These draft documents will be provided to RTA, SLO Transit, and SLOCOG staff (Advisory Committee) for initial review and presentation. When all comments are addressed, the resulting draft plans will be presented to the RTA Board, the City of SLO City Council, and a joint meeting of the advisory boards: the Regional Transit Advisory Committee (RTAC) and Mass Transportation Commission (MTC). Meetings will be open to the public. The Consultant Team will deliver five hard copies of each Draft Plan with appendices bound separately plus three thumb drives to their respective agency before the Meeting.

Task 9 Deliverables

- ✓ Administrative Draft Joint Short Range Transit Plans
- ✓ On-site Advisory Committee Meeting Presentation
- ✓ Draft Joint Short Range Transit Plans
- ✓ On-Site SLO City Council Meeting, RTA Board Presentation, and combined RTAC/MTC Presentation (same site visit, multiple days)

Task 10: Final Joint Plans

Public and Board/Council/Committee comments will be addressed, and final changes will be made to the two plan documents. The Final Plan will be presented to the RTA Board and City of SLO City Council at formal public meetings as part of the same site visit. Ten bound copies of the Final Plans with the appendices bound separately will be delivered to the RTA Project Manager and SLO Transit representative, as well as three thumb drives.

Task 10 Deliverables

- ✓ Final Joint Short-Range Transit Plans
- ✓ On-Site SLO City Council and RTA Board Presentations

SCHEDULE AND HOURS

Labor requirements and detailed cost estimates have been developed for the Scope of Work. Table 1 provides a summary of the hour and cost estimates by task to complete this study. Refer to Attachment I for hours by staff for each task and associated costs.

LSC proposes to conduct this study according to the following schedule, as shown in Table 2 on the following page. The proposed schedule includes:

- Timeline for this study to be completed in 15 months after Notice to Proceed.
- Seven on-site visits by LSC staff.
 - Surveys and driver drop-in sessions – Oct 2023
 - Stakeholder meetings – Oct 2023
 - Presentation of Working Paper 1 – Dec 2023
 - Public meetings – May-June 2024
 - Presentation of Working Paper 4 – May-June 2024
 - Presentation of Draft Plan – Nov 2024
 - Presentation of Final Plan –Dec 2024
- Eight Working Papers, in addition to an Administrative, Draft, and Final Plan.

Table 1: San Luis Obispo Regional Transit Authority and San Luis Obispo Transit Joint 2023 Short Range Transit Plan Summary of Cost



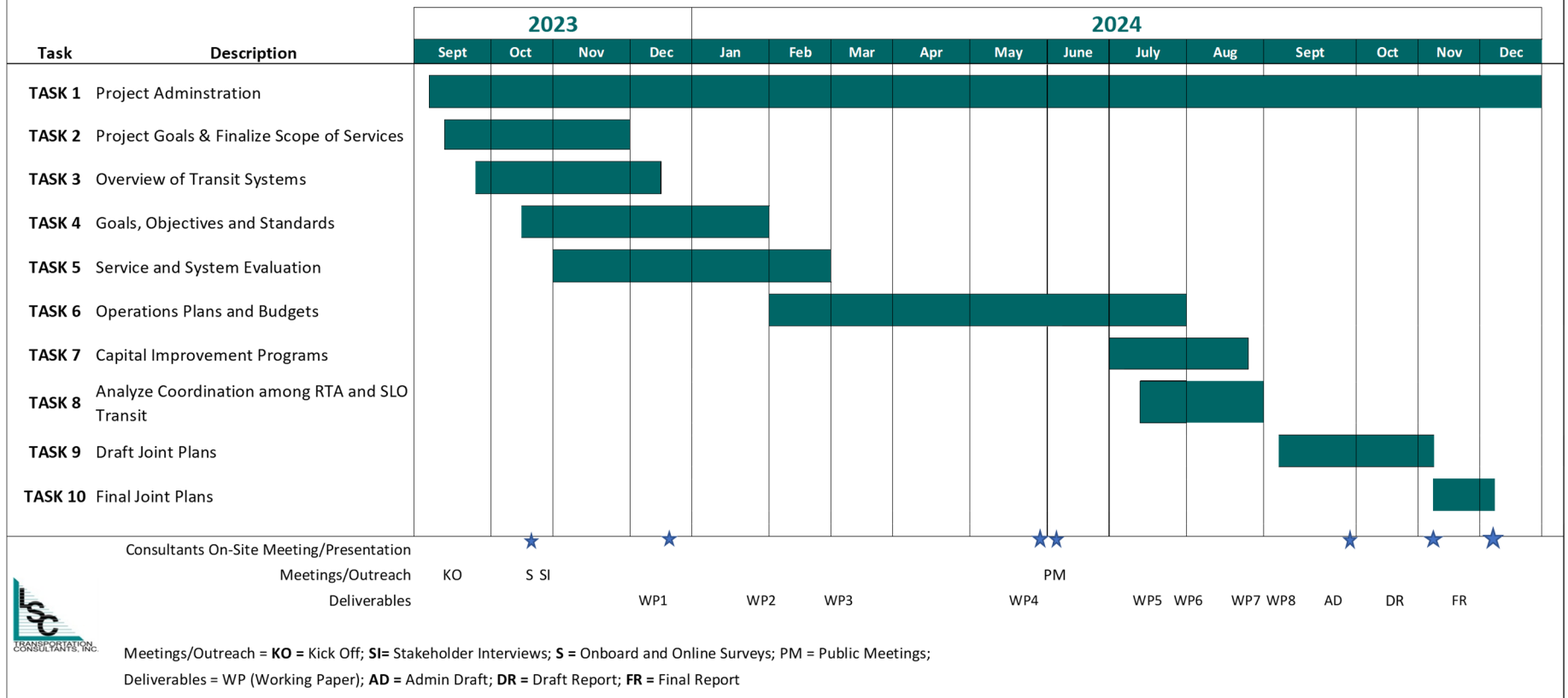
Task		LSC Hours	LSC Cost
1.0	Project Administration	91	\$15,405
2.0	Project Goals & Finalize Scope of Services	15	\$2,870
3.0	Overview of Transit Systems*	105	\$13,875
	<i>On-site Visit - Presentation of WP 1</i>	18	\$3,330
4.0	Goals, Objectives and Standards	114	\$15,765
5.0	Service and System Evaluation*	865	\$57,395
	<i>On-site Visit - Onboard Survey Effort & Driver Drop-in Sessions</i>	692	\$34,480
	<i>On-Site Visit - Stakeholder Meetings</i>	10	\$1,850
6.0	Operations Plans and Budgets*	288	\$44,945
	<i>On-site Visit - Public Meetings</i>	66	\$9,000
	<i>On-site Visit - Presentation of WP 4</i>	18	\$3,330
7.0	Capital Improvement Programs	111	\$18,810
8.0	Analyze Coordination among RTA and SLO Transit	76	\$13,090
9.0	Draft Joint Plans*	109	\$16,610
	<i>On-site Visit - Presentation of Draft Plan</i>	25	\$4,625
10.0	Final Joint Plans*	66	\$9,170
	<i>On-site Visit - Presentation of Final Plan</i>	25	\$4,625
LSC Totals		1840	\$207,935

Task	STUDIOSIX	Studio Six Total Hours	Studio Six Total Cost
1.0	Project Administration	22	\$3,960
6.3	Marketing Plans	138	\$24,960
Studio Six Totals		160	\$28,920

Total Team Project Hours		2,000
Total Project Cost		\$249,815

* Includes hours and cost for corresponding on-site visits.

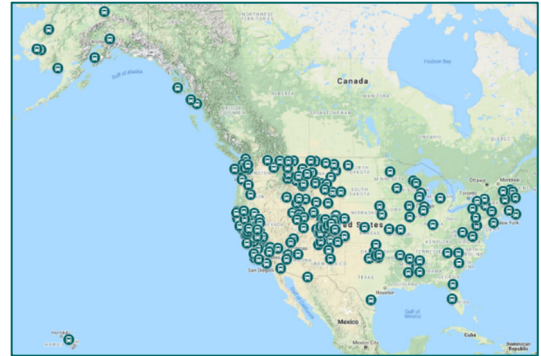
Table 2: San Luis Obispo Regional Transit Authority and San Luis Obispo Transit Joint Short Range Transit Plan Schedule



SECTION D. STAFF QUALIFICATIONS AND RELATED EXPERIENCE

LSC STAFF QUALIFICATIONS

LSC has extensive experience in transit evaluation and planning for small and mid-size urban transit systems. We have prepared effective transit plans for nearly every county in northern and central California, as well as cities including Woodland, Vallejo, Lodi, Vacaville, and Merced. LSC conducted the 2016 San Luis Obispo Regional Transit Authority and San Luis Obispo Transit Short Range Transit Plan. LSC understands that the public transit landscape has changed drastically in the past few years and will use this knowledge to craft a uniquely contemporary SRTP for San Luis Obispo to guide the RTA and SLO Transit into the post-COVID era. Our proposed team and related projects are described below.



LSC will not substitute any member of the project team at any time throughout the study period without prior written approval of the RTA. Complete resumes for LSC staff is in Appendix A.

Proposed Personnel

Project Manager – Genevieve Evans AICP, Associate at LSC, will serve as Project Manager for the project. She will be responsible for substantial portions of the work program, including report preparation and overseeing public participation efforts, and alternatives analysis, as well as serving as the liaison with local staff. Over her 20 years with LSC, Ms. Evans has developed short-range transit plans and other transit-related studies for a variety of rural and suburban counties in California. These include plans for Lake, Siskiyou, Lassen, Nevada, Placer, and El Dorado Counties. She also conducted the short-range transit plan update for Atomic City Transit in Los Alamos, New Mexico. Recently, Ms. Evans managed the public outreach portion of the Chico to Sacramento Inter-City Transit Strategic Plan and has conducted numerous Triennial Performance Audits throughout northern California. She is currently conducting the Mendocino Transit Authority SRTP update. She holds a B.A. in Economics from the University of California, Berkeley. It is estimated that Ms. Evans will contribute 411 hours to the project.



Senior Advisor – Gordon Shaw AICP PE, has nearly 40 years of experience conducting transportation studies throughout the western U.S. He holds a B.S. degree in Civil Engineering from Purdue University as well as M.S. and Engineers degrees in Infrastructure Planning from Stanford University. He is a Professional Engineer registered in Colorado, Nevada, and California, and has accreditation from the American Institute of Certified Planners. His professional work includes a wide range of hundreds of studies, including comprehensive transportation plans, transit, traffic/roadway, modeling, and parking studies throughout northern California. As Senior Advisor, Mr. Shaw will provide expertise in the development of service



alternatives including changes to existing routes as well as reviewing new options such as microtransit. Mr. Shaw and Mr. Garner will contribute a combined 94 hours to the project.

Senior Advisor – Will Garner has over 30 years of experience in local government transit management and transportation planning and brings invaluable applied knowledge of transit systems and planning to the LSC project team. Before being a Senior Advisor, Mr. Garner held the position of Deputy Director for the Department of Public Works in Placer County and Deputy Director for the Transportation Planning Agency of Placer County. He has extensive experience developing complex budgets, managing federal and state grant funds, and developing joint branding. He has closely participated in short/long-range transit plan development and has led the implementation of new transit services and technology. As Senior Advisor, Mr. Garner will provide expertise on service alternative development and capital improvement plans and budgetary recommendations. He holds a B.A. degree in Geography from California State University, Fresno, and a M.S. in applied Geography from New Mexico State University. Mr. Shaw and Mr. Garner will contribute a combined 94 hours to the project.



Senior Planner - Justine Marmesh AICP, joined LSC in 2018 with prior experience in land use development and environmental planning. She has since assisted with a variety of transit planning studies such as the Ukiah Transit Center and the Juneau Visitor Circulation Study. Ms. Marmesh was the project manager for YMPO Coordination Plan in Yuma, Arizona, and is now working on the Coordinated Transportation Plan for Shasta County. As part of this study, she will develop a robust public outreach plan and will conduct and analyze stakeholder and community input. She will also assist with the development of the service and goal, objective, and policy alternatives. Ms. Marmesh holds a B.S. in Environmental Science with a Minor in City and Regional Planning from the University of California, Berkeley. It is estimated that Ms. Marmesh will contribute 314 hours to the project.



Planner - Claire Hutchinson, joined LSC in 2021 and has conducted on-board survey efforts in Lake County, California, Redding, California, and Grand Junction, Colorado. She has used her skills in research and analysis to review transit operations data, compile demographic information, facilitate, and analyze service alternatives for transit studies in Plumas County, California, the City of Vallejo, California, and El Dorado County, California. For this project, she will assist with existing conditions, service alternatives and head up the passenger survey effort. Ms. Hutchinson comes to LSC with an M.S. in Sustainability Science and a B.S. in Biology. It is estimated that Ms. Hutchinson and Ms. Davis will collectively contribute about 320 hours to the project.



Planner - Acadia Davis, joined LSC in 2022 and is an experienced and creative professional with a wealth of knowledge in environmental studies and geography. She brings to LSC strong research, writing, and analysis skills and previously assisted the Placer County Community Development Resource Agency in developing new workforce housing and revising long-term strategic plans. Ms. Davis comes to LSC with an M.S. in Geography and a B.A. in Environmental Studies. It is estimated that



Ms. Hutchinson and Ms. Davis will collectively contribute about 320 hours to the project.

Project Support Staff – Alex Silverman and Ari Keplinger will provide the graphics, production, and clerical-editorial assistance needed to conduct the study from our Tahoe City office. If study schedule requirements indicate a need for additional professional personnel, LSC will draw (at no additional cost to the client) on staff members based out of our Colorado Springs, CO office. Ms. Silverman and Ms. Keplinger will collectively contribute 179 hours to the project.

STUDIO SIX STAFF QUALIFICATIONS

Creative Director – Traci Jones has 28 years of experience serving transit departments and organizations regionally and nationally. She leads a team of designers, strategists, illustrators, photographers, videographers, and developers to produce the gamut of marketing tools that are customized to each system and each challenge. Her work has helped the agency’s clients win statewide awards and grants; increase ridership; and garner positive community support for public transportation. Ms. Jones holds an M.F.A. from the University of Arizona and a B.A. from Drake University. Ms. Jones will contribute 160 hours to the project.



LSC RELATED EXPERIENCE

B-Line Routing Study (Butte County, 2022-23)

Butte County Association of Governments retained LSC Transportation Consultants, Inc. as the primary consultant to conduct a routing study of the transit service for the B-Line transit program, which serves Chico (including California State University Chico), Paradise, and Oroville. For this study, LSC’s work consisted of the following: onboard surveys of all routes and services for both the summer and winter months, and online surveys to learn about community perceptions; extensive performance review and evaluation of appropriate goals, standards, and performance measures; detailed cost and ridership analysis of a wide range of service alternatives; public engagement, including pop-up workshops and public meetings; development of service, capital, and management improvements, including specific schedules as well as implementation plans; and preparation of a detailed service plan and associated capital, marketing and fare strategies. The final report was completed in July 2023.

Project Manager: Gordon Shaw, PE, AICP

Agency Contact: Sara Cain, Senior Transportation Planner, 530-809-4616 scain@bcag.org

Proposed Project Cost: \$272,604 **Actual Project Cost:** \$261,281

Atomic City Transit Short Range Transit Plan (Los Alamos, NM 2023)

Los Alamos County retained LSC as the consultant to prepare the Short-Range Transit Plan for Los Alamos County’s Atomic City Transit (ACT), which provides fixed route, demand response, and paratransit services in Los Alamos and White Rock and seasonal transit service to the nearby Bandelier National Monument. The SRTP provided a review of local demographics and recent transit system performance, involved extensive public outreach, and evaluated several services, capital, and financial alternatives to improve ACT services. Some of the challenges addressed in the study included staffing

shortages, on-time performance during rush hour, and coordination with the major employer, Los Alamos National Laboratory. The final plan was completed in 2023.

Project Manager: Genevieve Evans, AICP

Agency Contact: James Barela, Transit Manager, james.barela@lacnm.us, 505-661-7433

Proposed Project Cost: \$65,519 **Actual Project Cost:** \$58,180

Lake County Transit Development Plan (Lake County, CA 2023)

The Lake Area Planning Council (Lake APC) retained LSC as the primary consultant to prepare a Transit Development Plan (TDP) for the Lake Transit Authority (LTA) and Lake Links. LTA is the sole public transit system operating in Lake County (population 68,163), offering local, intercity, and intercounty fixed route services. Additionally, LTA operates two demand-response services, offering “Flex Stop” services where paratransit is unavailable. Lake Links is a nonprofit which administers the Pay-Your-Pal volunteer driver reimbursement program and Medi-Links, a non-emergency medical transportation service. The TDP served as an opportunity to thoroughly review transit performance in the wake of the COVID-19 pandemic and to determine what service changes would best meet the needs of Lake County residents in the post-pandemic era given limited resources. Some of the alternatives evaluated include replacing the local Lakeport route with a microtransit service and shifting the Route 12 schedule in Clearlake so key destinations are served more regularly. The project was completed in 2023.

Project Manager: Genevieve Evans, AICP

Agency Contact: John Speka Program Manager, Lake APC, 707-234-3314

James Sookne, Senior Transportation Planner, Lake APC, 707-234-3314

Proposed Project Cost: \$106,725 **Actual Project Cost:** \$103,677

Western Placer County Short-Range Transit Plan (Placer County, CA 2019 and Current)

Western Placer County comprises a large area that encompasses larger suburban communities (Roseville, Lincoln, Rocklin), smaller towns (Auburn, Colfax), and rural areas. The region is served by four public transit organizations: Placer County Transit, Roseville Transit, Auburn Transit, and WPCTSA. To provide for a coordinated transit plan for these overlapping entities, LSC was retained by the Placer County Transportation Planning Agency to conduct concurrent Short-Range Transit Plans for the four transit programs. The Plan was completed in 2019. This work encompassed the following:

- Extensive on-board data collection on all services, including boarding and alighting counts, passenger surveys, and on-time observations;
- A comprehensive operational analysis of all routes and services;
- Extensive public outreach efforts, utilizing the able services of AIM Consulting;
- Detailed evaluation of potential Transportation Network Company service in the region; and
- Preparation of service, capital, marketing, financial and institutional plans for all transit organizations.
- The resulting final plans were adopted by each entity.

As a sub-consultant to WSP, LSC recently kicked off a transit planning effort to conduct a Comprehensive Operations Analysis and Short-Range Transit Plan update for Placer County Transit and Auburn Transit.

Project Staff: Gordon Shaw, PE, AICP, Principal and Project Manager, Genevieve Evans, AICP, Senior Planner (2019)/Project Manager (2023)

Agency Contact: David Melko, Sr. Transportation Planner, Mike Costa, Sr. Transportation Planner, Placer County Transportation Planning Agency, 530-823-4090.

Proposed Project Cost: \$179,860 **Actual Project Cost:** \$179,860

STUDIO SIX RELATED EXPERIENCE

Colorado Association of Transit Agencies Marketing Campaign (Colorado)

Studio Six was hired to design, manage and launch a multimedia campaign for a Free Fare campaign in the summers of 2022 and 2023 for transit systems around CO. This campaign included paid social media, radio, website, PR, video, print, and digital advertising. With more than 20 unique agencies, Studio Six developed a comprehensive marketing toolkit and managed the media throughout the state. In 2022, ridership increased on each system that participated ranging from 2 percent to 59 percent—a win for the riders and a win for regional air quality!

Town of Winter Park Transit System Branding & Marketing (Winter Park, CO)

Traci Jones oversaw the launch and execution of Winter Park, Colorado's transit system during a large change management plan. After ownership of the system was transferred from Winter Park Resort to the Town of Winter Park, Traci led the rebranding and marketing process beginning with collaborative community stakeholder sessions. She developed the presentations and content for these working group sessions and also facilitated the process. She led a team of designers to ensure the visuals and messaging met the criteria established by the community stakeholders. Additionally, Traci oversaw timelines, budgets, vendors, and fabricators to execute a comprehensive branded transit system which includes a transit fleet, marketing materials, signage, maps, and advertising. Studio Six deployed the rebranded system less than four months after the award of the project. The Lift ridership increased immediately after the rebranded system launched and within six months, ridership had increased 103 percent. (The national average for ridership increases after a transit rebrand is 6 percent.) The Lift won the Colorado Transit Resort Agency of the Year in both 2017 and 2019. In 2020, the system was awarded a \$12 Million grant to build a new transit maintenance facility. The transit manager attributes the success of the system to be a direct result of community collaboration, the branding facilitation process, and the positive perception created after the system was rebranded.

San Miguel Authority for Regional Transportation Branding & Marketing (Colorado)

Studio Six was hired to develop a 360-degree branded transit program that serves Telluride, Colorado regional commuters. With an aggressive deadline, Studio Six developed a branded transit program and marketing program that includes a transit fleet, signage, maps, and marketing collateral. Traci led a series of collaborative stakeholder sessions that defined the design of the new brand. Feedback from this session laid the foundation for a highly successful regional system. Additionally, she art directed the design team and managed multiple printers, fabricators, and fleet vendors to execute a system and launch on time and on budget.

SECTION E. ADDITIONAL DATA

LSC has read and understood the insurance requirements as laid out in Attachment H of the RFP and is prepared to provide the RTA with original insurance certificates and endorsements immediately upon award of the contract. LSC understands that certificates and endorsements must reference policy numbers. LSC has read and agrees to the indemnity language in the Agreement.

Appendix A
RESUMES

Genevieve Evans, AICP

Associate



Experience

- 20 years transportation planning experience
- Short Range and Long-Range Transit Plan Updates
- Regional Transportation Plan Updates
- Part of Lassen County Transportation Commission staffing team
- Transportation Development Act (TDA) Triennial Performance Audits for rural transit operators and Regional Transportation Planning Agencies
- Grant writing assistance

Education

Bachelor of Arts, Economics
at University of California,
Berkeley

Professional Registrations

American Institute for
Certified Planners (AICP)



PROJECT EXPERIENCE

Genevieve Evans joined LSC Transportation Consultants, Inc. as a Transportation Planner for LSC's Tahoe City, California office in 2003. Over the years she has served as Project Manager for multiple Transit Planning studies, Triennial Performance Audits and Regional Transportation Plans. She is currently part of the Lassen County Transportation Commission staffing team.

[Lake County Transit Plan Update \(2023\)](#) - Project Manager - Lake County has a relatively high number of transit dependent residents who need Lake Transit Authority's services for daily mobility needs. This plan update analyzed options to increase transit efficiency through microtransit and schedule changes in larger communities while recognizing the need to continue lifeline service to outlying communities.

[Atomic City Transit Plan Update \(2023\)](#) - Project Manager - Located in Los Alamos, New Mexico, Atomic City Transit serves a unique transit-oriented community centered around the Los Alamos National Laboratory (LANL). In addition to five-year service recommendations, the plan reviewed strategies to deal with a significant driver shortage problem for the region and coordination with regional operators and LANL.

[Plumas County Transit Plan Update \(2023\)](#) - Project Manager - LSC recently completed the Draft Transit Plan for Plumas Transit Services and Plumas Seniors. Recommendations include new transit connections for residents who relocated after the Dixie Fire as well as microtransit in the Quincy area.

[Western Placer Short-Range Transit Plan Update \(2019 and 2023\)](#) - Senior Planner - Ms. Evans was part of the study team for updating the short-range transit plans for all western Placer County transit operators. The study involved developing four separate financially constrained plans. LSC is part of the team currently conducting the 2023 Short Range Transit Plan update in conjunction with a Comprehensive Operations Analysis.

[El Dorado Short Range and Long-Range Transit Plan Update \(2019\) and On-Call services](#)—Project Manager - El Dorado Transit is the only public transit operator in Western El Dorado County (excluding the Tahoe Basin). The plan included five-year and 20-year recommendations. For multiple years, LSC has maintained an on-call contract with El Dorado Transit for transit planning services. As part of this contract, Ms. Evans conducted research and prepared a memo regarding potential service to Lake Tahoe.

[Lassen County Transportation Commission Staffing Team \(current\)](#)— Assist the Executive Secretary with regional transportation planning, data collection, unmet transit needs process, updating the Short-Range Transit Plan, active transportation planning, grant writing, public outreach and project management.



Gordon Shaw, PE, AICP Senior Advisor

PROJECT EXPERIENCE

In his capacity as Principal with LSC, Gordon's duties range from large-scale urban and rural transit and transportation planning to site-specific, preliminary engineering design and traffic analysis. He has conducted over 300 transportation studies for both public and private clients, including traffic engineering studies, traffic model and simulation analyses, transit planning studies, parking analyses, transit facility designs, and bicycle/pedestrian studies. He generally serves as the Project Manager for studies conducted out of the office in Tahoe City, California. Recent example transit projects are presented below.

Education

Engineer's Degree in
Civil Engineering,
Stanford University

Master of Science,
Infrastructure Planning,
Stanford University

Bachelor of Science,
Civil Engineering,
Purdue University

Professional Registrations

Registered Professional
Engineer in California,
Colorado, Nevada, and
Utah

Professional Memberships

American Institute for
Certified Planners (AICP)

American Planning
Association (APA)

Institute of Transportation
Engineers (ITE)



[JAC Transit Development/Coordinated Human Services Plan \(2019\)](#)—Project Manager. The Carson City Regional Transportation Commission retained LSC to prepare a joint short- and long-range Transit Development and Coordinated Human Services Plan (TDCHSP) for the JAC public transit program and the CAMPO service area. As Project Manager, Gordon presented a series of public workshops and local stakeholder meetings to discuss existing resources in order to clearly identify areas of strength and weakness. Gordon then applied this collected knowledge to existing conditions data to develop service, capital, financial and institutional strategies.

[County and City of San Luis Obispo Short Range Transit Plan \(2016\)](#)—Project Manager. The resulting SRTP provided operational, capital, and institutional plans, including an implementation plan. The SRTP plan was prepared jointly with the development of a parallel SRTP for the San Luis Obispo Regional Transit Authority (RTA) program, in order to identify means to best coordinate the two services. As Project Manager, Gordon developed recommended goals and objectives and provided a detailed financial plan for adoption.

[SolTrans Comprehensive Operational Analysis \(2018\)](#)—Project Manager. SolTrans contracted with LSC Transportation Consultants, Inc. to conduct a Comprehensive Operational Analysis of the local fixed route transit and public Dial-A-Ride services in Vallejo and Benicia. As project manager, Gordon produced a draft plan that included new routes and revisions to improve service frequency. It also included a new provision of evening service as well as conversion of a low-performing route into a TNC subsidy program. The final COA was adopted in December 2018.

[Western Placer County Short Range Transit Plans \(2018\)](#)—Project Manager. Coordinated transit plans were prepared for all the public transit operators in the region, including Placer County Transit (PCT), Roseville Transit, Auburn Transit, and the Western Placer Consolidated Transportation Services Agency. This work encompassed the following: extensive on-board data collection on all services, including boarding/alighting counts, passenger surveys and on-time observations; a comprehensive operational analysis of all routes and services; extensive public outreach efforts, a detailed evaluation of the potential role of Transportation Network Company service in the region; preparation of service, capital, marketing, financial and institutional plans for all transit organizations.

William P. Garner

Senior Advisor



Education

Master of Science in
applied Geography, New
Mexico State University

Bachelor of Arts in
Geography, California
State University, Fresno

Experience

Federal Transit
Administration Grants
Management

Executive Leadership
Program, Placer County,
CA

Transit Management
Certificate Program



PROJECT EXPERIENCE

William Garner comes to LSC in 2023 as a Senior Advisor after a 34-year career in local government transit management and transportation planning.

Placer County – Department of Public Works (1997-2023)

Deputy Director (2020-2023)

Public Works Manager – Transit Services (1997-2020)

Mr. Garner coordinated closely with multiple jurisdictions, transit districts and other entities in the funding and delivery of transit services and participated in joint branding of transit services with the Town of Truckee, City of Lincoln, and City of Roseville. He managed multiple Federal Transit Administration grants, various California state transit funding programs, and local funding programs. He participated in multiple triennial performance audits, FTA triennial reviews and fiscal audits.

Mr. Garner also led the agency's National Transit Database reporting. He closely participated in short/long range transit plan development with consultants and led the implementation of new transit services and technology – including microtransit. He coordinated with the local land development process for transit improvements and development of future transit master plans. He conducted multiple procurements for buses, transportation services, and technology. He also was part of the project development team for the Tahoe City Transit Center, two CNG fueling stations and multiple bus stop improvements. He prepared and implemented 25 years of complex budgets for two transit services with numerous funding sources and service areas in two separate MPO areas and a non-urbanized area.

Placer County Transportation Planning Agency (1992-1997)

Senior Project Manager (1992-1995); Deputy Director (1995-1997)

Interim Executive Director (1997)

Mr. Garner developed Regional Transportation Plans (RTPs), Coordinated Short Range Transit Plans and coordinated planning process with SACOG. He managed the Transportation Development Act program, including the annual unmet transit needs process and he coordinated performance audit and financial audit process with jurisdictions. He also successfully developed several project and grant proposals. Mr. Garner prepared the agency budget and overall work program. He assisted the Board with transition to new permanent Executive Director.

Kern Council of Governments 1989-1992

Assistant Planner

Mr. Garner authored significant portions of the RTP, and he conducted transit performance evaluations for several smaller public transit providers.



Justine Marmesh, AICP Senior Planner

PROJECT EXPERIENCE

Justine Marmesh joined LSC in 2018. She is an AICP certified planner with over seven years of experience in both land use, environmental, and transportation planning. Since joining LSC, she has assisted in various transit planning studies throughout California, focusing primarily on survey distribution, public outreach, and demographic and operational data analysis.

Education

Bachelor of Science in
U.S. Environmental
Policy and Management,

Minor in City and
Regional Planning,

University of California,
Berkeley

Professional Registrations

American Institute for
Certified Planners (AICP)

ESTA Short Range and Coordinated Human Services Transit Plan (2022) –

Project Planner The Eastern Sierra Transit Authority (ESTA) retained LSC Transportation Consultants, Inc., to prepare an SRTP and Coordinated Plan for the Mono and Inyo County area. This study included an in-depth evaluation of existing fixed route and social service providers. The study provided an opportunity to develop recommendations plan alternatives that improve mobility throughout the region. As project planner, Justine was responsible for data analysis, onboard passenger survey coordination and summary, stakeholder interviews, and drafting components of the draft and final plan.

Kings County Transportation Development Plan (2020)—Project Planner

The Kings County Area Public Transit Agency retained LSC in preparing a Transportation Development Plan (TDP) to evaluate performance and propose possible operational alternatives to maximize efficiencies throughout the KART and CAT services. However, due to coronavirus, the operating plan was predicated upon the need to meet performance measures; service options were recommended based on phases triggered by performance. As project planner, Justine evaluated existing transit conditions, ridership, and demographics. She also assisted in conducting an on-board survey that was carried out by KART and CAT.

JAC Transit Development/Coordinated Human Services Plan (2019)—Project

Planner. The Carson City Regional Transportation Commission retained LSC to prepare a joint short- and long-range Transit Development and Coordinated Human Services Plan (TDCHSP) for the JAC public transit program and the CAMPO service area. As project planner, Justine conducted a review of existing plans, services, and mobility resources for Carson City as well as the greater region. Justine assisted in coordinating a series of public workshops and local stakeholder meetings to discuss these existing resources in order to clearly identify areas of strength and weakness. LSC then applied this collected knowledge to existing conditions data to develop potential service, capital, financial, and institutional alternatives.

Triennial Performance Audits—transit programs and regional transportation planning agencies in Humboldt County (2020), El Dorado County (2018), Tuolumne County (2020), Amador County (2019), and Placer County (2018). Following state guidelines, the audits analyze the effectiveness and efficiency of public transit operators and Regional Transportation Planning Agencies.



Claire Hutchinson

Planner



Education

Master of Science in
Sustainability Science
(Urban Sustainability),
University of
Massachusetts Amherst

Bachelor of Science in
Biology (Ecology,
Evolution, Conservation),
University of Washington
Seattle

Experience

Associate Planner for
Teton County (Jackson,
WY)



PROJECT EXPERIENCE

Claire Hutchinson joined LSC Transportation Consultants, Inc. in November 2021 and has provided valuable assistance with public outreach, demographic research, and technical analyses for numerous projects, including the following:

[Lake County Transit Development Plan \(Clearlake, CA, 2023\)](#) —Planner for the current TDP update. Designed and conducted onboard survey effort, which included training and managing surveyors. Designed and distributed online community survey to stakeholders across Lake County. Analyzed both onboard and online surveys to determine how transit system could potentially be improved to better serve riders. Researched demographic conditions in the study area and completed initial analysis of transit service, including recent ridership, finances, and on-time performance. Contributed to the development and analysis of service and capital alternatives.

[Humboldt County Transit Development Plan \(Eureka, CA, 2022- ongoing\)](#)—Planner for the current TDP update. Collected demographic data and analyzed trends impacting transit demand in Humboldt County. Analyzed transit operations and financial data for all public transit providers in Humboldt County to assess transit performance across the region. Project will be completed summer 2023.

[Plumas Transit Short Range Transit Plan \(Quincy, CA, 2023\)](#)—As Planner for the current SRTP update, collected data, and then analyzed and reported on existing conditions. Designed both onboard and online community surveys and analyzed results. Analyzed boarding and alighting data to determine stops with high levels of passenger activity. Conducted initial analysis of ridership, operations, and financial data. Helped develop and analyze potential service alternatives.

[Redding Area Bus Authority \(RABA\) Short Range Transit Plan \(Redding, CA 2022- ongoing\)](#)—Is serving as a planner for the update to the RABA SRTP. Assisted with demographic research and reporting. Designed and conducted onboard survey effort, which included training and managing surveyors. Analyzed both onboard and online survey results. Analyzed transit performance and financial data to inform the development of potential service alternatives. Project will be completed in summer 2023.

[B-Line Routing Study \(Chico, CA 2021-ongoing\)](#)—Is serving as a planner for the current B-Line Routing Study, a project that will ultimately yield an updated service plan (including routes and schedules) for the Butte Regional Transit (B-Line) system. Assisted with demographic research and reporting. Contacted local stakeholders to collect information on development projects relevant to the Routing Study. Analyzed average daily ridership by route, with separate analyses done for weekday, Saturday, and Sunday ridership. Project will be completed summer 2023.



Education

Bachelor of Arts,
Environmental Studies,
Carleton College

Master of Science,
Geography, University of
Nevada, Reno



Acadia Davis recently joined LSC Transportation Consultants, Inc. and is a creative and dedicated professional with extensive research, writing, and analysis experience.

PROJECT EXPERIENCE

Inyo County Regional Transportation Plan (Bishop, CA 2022-ongoing)

Assisting with demographic research, data visualization, and technical writing. Project will be completed in Summer 2023.

Humboldt County Triannual Performance Audits (Eureka, CA 2022-ongoing)

Assisting with the review and analysis of transit service performance measures and the presentation of the resulting compiled data in an accessible format. Project will be completed in June, 2023.

Tahoe Basin Area Plan, Placer County (Tahoe City, CA 2019)

Worked collaboratively to review and amend the TBAP to encourage economic sustainability and workforce housing within the region. Facilitated stakeholder meetings and provided research assistance.

WORK EXPERIENCE

Transportation Planner, LSC Transportation Consultants, Inc. (Tahoe City, CA)

- Provides assistance with data analysis, writing, and research on a range of transportation projects.

Planning Intern, Placer County Community Development Resource Agency (Tahoe City, CA)

- Researched and summarized updates in housing codes and regulations with a focus on affordable and workforce housing.
- Created and published a guide on Accessory Dwelling Unit building regulations.
- Worked on a collaboration to review and amend long-term strategic plan for county to encourage smart economic growth.

Lumberyard Manager, Cross Check Services, LLC. (Olympic Valley, CA)

- Managed multimillion dollar federal and state grants, writing and submitting timely performance reviews.
- Supervised multiple employees and created work assignments on a daily basis.



**REQUEST FOR PROPOSALS
JOINT SHORT RANGE TRANSIT PLAN
RFP#2023-06**

PROPOSER'S GENERAL INFORMATION

All questions must be answered and the data given must be clear and comprehensive.
If necessary, questions may be answered on separate attached sheets.

General Information

Business Name/DBA: LSC Transportation Consultants, Inc.

Business Type: Corporation (State of Incorporation: COLORADO) Partnership
 Sole Proprietorship Other: _____

Business Website (URL): www.lsctrans.com

Business Street Address: 1889 York St

City: Denver State: CO Zip Code: 80206

Local Office (check box at left & leave below blank if the local office is the HQ or there is no local office)

Street Address: 2690 Lake Forest Rd, Ste. C // P.O. Box 5875

City: Tahoe City State: CA Zip Code: 96145

Licenses & Certifications

Business Federal Tax ID Number: 840771980 (will be SSN if sole proprietorship)

SAM Unique Entity ID (UEI) #: CM5RMLKGW276 SAM Expiration Date: 09/23/2023

System for Award Management (SAM) Registration and expiration date is required for proposals greater than \$25,000.
(For more information on SAM registry visit <http://federalcontractorregistry.com/>)

SLO County Business License: _____ Expiration Date: _____

San Luis Obispo Regional Transit Authority
Attachment 1 – Proposer General Information

Authorizing Contact (person that is authorized to and will bind the firm contractually)

Name: Gordon Shaw Title: Principal

Location: HQ Local Office Other: _____

Email: gordon@sctrans.com

Telephone: 530-583-4053 Fax: 530-583-5966

Primary Contact (main single point of contact during implementation of janitorial services)

Name: Genevieve Evans Title: Associate Planner

Location: HQ Local Office Other: _____

Email: genevieve@sctrans.com

Telephone: 530 583 4053 Fax: 530-583-5966

Disclosure

Has the Company ever been subject to a regulatory, state or Federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to business practices? Yes No

If Yes, explain: _____

Have any employees ever been investigated? Yes No

If Yes, explain: _____

Has a contract been "defaulted"? Yes No

If Yes, explain where, when and why: _____

How was it resolved? _____

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the RFP, and are fully aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and the Bidder has read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Bidder was not fully informed as to any fact or condition.

If Bidder is an **INDIVIDUAL**, sign below:

Date: _____

Bidder's Signature

Bidder Typed name

Bidder Title

If Bidder is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Signature & Title of Member of the Partnership or Joint Venture

Date: _____

Signature & Title of Member of the Partnership or Joint Venture

If Bidder is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is:

Principal

Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

LSC Transportation Consultants, Inc.

Corporation Name (type or print)

By: 

Signature

Date: 8/1/23

Title: Gordon Shaw, Principal

DESIGNATED CONTACT LIST

Proposers are required to indicate in the space provided below the designated contact individual's name, title and contact information:

SAN LUIS OBISPO RTA

Geoff Straw
Executive Director
San Luis Obispo RTA
253 Elks Lane
San Luis Obispo, CA 93401
(805) 541-2228
gstraw@slorta.org

PROPOSER

Genevieve Evans, AICP

Associate

LSC Transportation Consultants, Inc.

2690 Lake Forest Rd, Ste. C // P.O. Box 5875

Tahoe City, CA 96145

530 583 4053

genevieve@lsctrans.com

PROPOSER REFERENCES

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Project Description: B-Line Routing Study (Butte County, 2022-23)
Contract Amounts (initial amount and final with amendments): Initial: \$272,604 and Final: \$261,281
Contract Execution & End: through October 2021-July 2023
Transit Agency and Location: B-Line Routing Study, Butte County, CA
Contact Name & Telephone Number: Sara Cain 530-809-4616
Specific Involvement in the Study:
LSC conducted a routing study of the transit service for the B-Line transit Program.
2. Project Description: Atomic City Transit Short-Range Transit Plan (Los Alamos County, NM)
Contract Amounts (initial amount and final with amendments): Initial: \$65,519 and Final: \$58,180
Contract Execution & End: through May 2022 through May 2023
Transit Agency and Location: Atomic City Transit, Los Alamos County, NM
Contact Name & Telephone Number: James Barrela 505-661-7433
Specific Involvement in the Study:
LSC prepared the Short-Range Transit Plan, which reviewed local demographics and recent transit performance, involved extensive public outreach, and evaluated several service, capital, and financial alternatives to improve Atomic City Transit services.
3. Project Description: Lake County Transit Development Plan (Lake County, California)
Contract Amounts (initial amount and final with amendments): Initial: \$106,725 and Final: \$103,677
Contract Execution & End: through May 2022 through May 2023
Transit Agency and Location: Lake Area Planning Council, Lake County, CA
Contact Name & Telephone Number: John Speka 707-263-3314 & James Sookne 707-234-3314
Specific Involvement in the Study:
LSC prepared a Transit Development Plan for Lake County Transit to review transit performance in the wake of the COVID-19 Pandemic and to determine what service changes would best meet the needs of Lake County residents in the post-pandemic era given limited resources
4. Project Description: Western Placer County Short-Range Transit Plan (Placer County, CA)
Contract Amounts (initial amount and final with amendments): Initial: \$179,860 and Final: \$179,860
Contract Execution & End: through May 2019 - May 2020
Transit Agency and Location: Placer County Transportation Planning Agency, Placer County, CA
Contact Name & Telephone Number: David Melko 530-823-4090 and Mike Costa 530-823-4090
Specific Involvement in the Study:
LSC Conducted the Short-Range Transit Plan for four overlapping public transit agencies in Placer County (Placer County Transit, Roseville Transit, Auburn Transit, and WPCTSA).

NOTE: It is important that this sheet be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.



**FEDERAL TRANSIT ADMINISTRATION (FTA)
REQUIRED PROCUREMENT CLAUSES**

(Revised 02/2023)

The San Luis Obispo Regional Transit Authority (RTA) hereby designates that it is the responsibility of the Proposer/Contractor to ensure that all clauses applicable to the Work of the Agreement resultant from this Purchase Order or Contract Agreement are adhered to by the Contractor and its Sub-contractors when applicable.

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

The RTA reserves the right to cancel the solicitation, without penalty, and at its sole discretion.

Acknowledgement of FTA Required Contract Clauses (Procurement Terms and Conditions)

By signature below, the Contractor (or designated representative of the Contractor) agrees to comply with Federal Procurement Terms and Conditions outlined below. The Federal Transit Administration (FTA) clauses listed below are herein incorporated into the Purchase Agreement Terms and Conditions for the RTA.

Date: 8/1/23

Business/Proposer Name: LSC Transportation Consultants, Inc.

Representative Name (Print): Gordon Shaw, AICP, PE Title: Principal

Representative Signature: 

Contract Type: Professional Services

RFP: #2023-06 Joint Short Range Transit Plan



Federal Contract Clause Applicability Matrix

Sec.	Federal Contract Clause	Applicability to Type of Contract
1	No Government Obligation to Third Parties	Value > \$10K, except Construction Contracts > \$2K
2	Notification to FTA Legal Matters Affecting Federal Government, Additional Notice to US DOT Inspector General)	Value > \$25K
3	Program Fraud and False or Fraudulent Statements and Related Acts	Value > \$10K, except Construction Contracts > \$2K
4	Access to Records, Reports & Sites	All
5	Federal Changes	All
6	Civil Rights Laws & Regulations (Non Discrimination, Title Vi, Equal Employment Opportunity, Special DOL Equal Employment Clause, ADA Access)	All
7	Incorporation of FTA Terms	Value > \$10K, except Construction Contracts > \$2K
8	Free Speech & Religious Liberty	All
9	Federal Termination Rights	All
10	Government-Wide Debarment and Suspension (Non-procurement)	Value > \$25K
11	Termination	Value > \$10K, except Construction Contracts > \$2K
12	Violation & Breach of Contract	Value > \$250K
13	Lobbying	Value > \$100K
14	Cargo Preference Requirements	Equipment/Material/Commodities Transported By Ocean Vessels
15	Fly America Requirements	When Air Transportation Between the U.S. and Outside the U.S. and Paid By FTA Funds
16	Employee Protections (#1) Davis-Bacon Prevailing Wage Davis-Bacon and Copeland Anti-Kickback Acts, and (#2) Contract Work Hours and Safety Standards Act)	#1) Prime Construction Contracts > \$2K #2) All Contracts that Involve Employment of Laborers or Mechanics Value > \$100K
17	Seismic Safety Requirements	New Construction/Additions to Existing Buildings
18	Veterans Employment	Capital Projects
19	Bonding Requirements	Construction or Facility Improvement Contracts Value > \$250K
20	Public Transportation Employee Protective Arrangements	Transit Operations Contracts
21	Charter Bus Requirements	Charter Operations Service (N/A for RTA)
22	School Bus Requirements	School Bus Operations Service (N/A for RTA)
23	Motor Carrier Safety	Transit Operations Contracts
24	Safe Operations of Motor Vehicles (Seat Belt Use, Distracted Driving & Subcontracts)	All
25	Ban Text Messaging While Driving	Value > \$10K, except Construction Contract > \$2K
26	Substance Abuse (Drug and Alcohol Testing)	Transit Operations Contracts that Perform Safety Sensitive Functions
27	Buy America Requirements	Value > \$150K for Contracts that Involve the Purchase of Iron, Steel, Manufactured Goods or Rolling Stock



28	Prohibition of Telecommunications / Surveillance Equipment	All
29	Air Pollution & Fuel Economy	Rolling Stock Acquisition
30	Rolling Stock Limitations	Rolling Stock Acquisition
31	Pre-Award and Post Delivery Audit of Rolling Stock Purchases	Rolling Stock Acquisition
32	Bus Testing	Rolling Stock Acquisition
33	Environmental Protections (NEPA, Environmental Justice, Clean Air Act & Clean Water Act, Historic Preservation, Indian Sacred Sites, Corridor Preservation)	Construction > \$150K
34	Clean Air Act & Federal Water Pollution Control Act	Value > \$150K
35	Energy Conservation Requirements	Construction > \$250K
36	Recycled Products (Solid Wastes)	EPA designated items Value > \$10K In Fiscal Year
37	Intellectual Property / Patent Rights & Rights in Data (Rights to Inventions Made by Nonprofit and Small Business)	Research Projects Only
38	Conformance with National ITS Architecture Policy	Contracts and Solicitations for National Intelligent Transportation System projects only
39	NTD Reporting	Transit Operations Contracts
40	Trafficking in Persons	All
41	Disadvantaged Business Enterprise (DBE) Requirements	Value > \$250K
FTA Certifications (Complete Only IF Applicable)		
	Debarment and Suspension Certification	Value > \$25K
	Lobbying Certification	Value > \$100K
	Tax Liability Certification	All

Contractor shall comply with the following applicable FTA requirements. For purposes of these clauses, the AGENCY shall be the RTA (FTA recipient) that is entering into an Agreement with the Contractor.

1. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.** *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **NOTIFICATION TO FTA.** *[These requirements apply to all contracts and subcontracts in excess of \$25,000.]*

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its subagreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. **Types of Legal Matters Requiring Notification.** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. **Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- C. **Additional Notice to U.S. DOT Inspector General.** Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a

criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY, including divisions tasked with law enforcement or investigatory functions.

3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.
- C. Contractor shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS, REPORTS, & SITES.

- A. **Record Retention.** Contractor shall retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the Agency, and their duly authorized representatives to inspect and audit records and information

related to performance of this contract as reasonably may be required.

- D. **Access to the Sites of Performance.** Contractor shall permit FTA, the Agency, and their duly authorized representatives access to the sites of performance under this Contract as reasonably may be required.
5. **FEDERAL CHANGES.** Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the San Luis Obispo Regional Transit Authority (RTA) and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.
6. **CIVIL RIGHTS.** The AGENCY must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an AGENCY or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.
- A. **Nondiscrimination in Federal Public Transportation Programs.**
1. Contractor must prohibit: (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; (b) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (c) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and (d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
 2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.
- B. **Nondiscrimination – Title VI of the Civil Rights Act.** Contractor must:
1. Contractor must prohibit discrimination based on race, color, or national origin,
 2. Contractor must comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (c) Federal transit law, specifically 49 U.S.C. § 5332; and
 3. Contractor must follow: (a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and (c) all other applicable federal guidance that may be issued.
- C. **Equal Employment Opportunity.**
1. **Federal Requirements and Guidance.** Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with

Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients." Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. **Affirmative Action.** If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.
3. **Indian Tribe.** Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
4. **Equal Employment Opportunity for Construction Activities.** When undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

7. **INCORPORATION OF FTA TERMS.** *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8. **FREE SPEECH & RELIGIOUS LIBERTY.** All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.
9. **FEDERAL TERMINATION RIGHTS.** The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.
10. **DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION.** *[This requirement does not apply to contracts and subcontracts under \$25,000.]*

- A. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- B. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or AGENCY to be: (1) debarred from participation in any federally-assisted Award; (2) suspended from participation in any federally-assisted Award; (3) proposed for debarment from participation in any federally-assisted Award; (4) declared ineligible to participate in any federally-assisted Award; (5) voluntarily excluded from participation in any federally-assisted Award; or (6) disqualified from participation in any federally-assisted Award.
- C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. TERMINATION. *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The AGENCY must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the AGENCY, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b (6)(b)4 – Termination.

12. VIOLATION & BREACH OF CONTRACT. *[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).]*

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

- A. **Dispute Resolution.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the

decision.

- B. **Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by a California Court of competent jurisdiction.
- C. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

13. LOBBYING RESTRICTIONS. *[These requirements do not apply to contracts and subcontracts under \$100,000.]*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the AGENCY.

14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS). *[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]*

- A. Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading); and
- C. Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

15. FLY AMERICA. *[These requirements apply to contracts and subcontracts involving the*

transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]

- A. As used in this clause: (1) “international air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; (2) “United States” means the 50 States, the District of Columbia, and outlying areas; and (3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. If Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, then Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

- E. Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

16. EMPLOYEE PROTECTIONS.

- A. Prevailing Wage & Anti-Kickback. [These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]
 - 1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis- Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the

statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

B. Contract Work Hours/Safety Standards for Awards Involving Construction.

[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction.

[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

17. SEISMIC SAFETY. *[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]*

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

18. VETERANS EMPLOYMENT. *[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]*

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

19. **BONDING.** *[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.]*

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the AGENCY if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.
- C. A payment bond on the part of Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. **PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.** *[These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.]*

Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- C. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.
- D. **Flow Down.** Contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

21. **CHARTER SERVICE.** *[These requirements apply to contracts for operating public transportation service.]*

- A. Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: (1) federal transit laws, specifically 49 U.S.C. § 5323(d); (2) FTA regulations, "Charter Service," 49 CFR part 604; (3) any other federal Charter Service regulations; or (4) Federal guidance, except as FTA determines otherwise in writing.
- B. If Contractor engages in a pattern of violations of FTA's Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: (1) barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; (2) withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or (3) any other appropriate remedy that may apply.
- C. Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. SCHOOL BUS OPERATIONS. *[These requirements apply to contracts for operating public transportation service.]*

Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: (A) federal transit laws, specifically 49 U.S.C. § 5323(f); (B) FTA regulations, "School Bus Operations," 49 CFR part 605; (C) any other Federal School Bus regulations; or (D) federal guidance, except as FTA determines otherwise in writing. If Contractor violates these school bus requirements, then FTA may bar Contractor from receiving Federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally-funded equipment, vehicles, or facilities. Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. MOTOR CARRIER SAFETY. *[These requirements apply to contracts for operating bus operation service.]*

- A. **Financial Responsibility.** Contractor shall comply with the economic and insurance registration requirements of: (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if Contractor is: (a) engaged in operations requiring compliance with 49 C.F.R. part 387, (b) engaged in interstate commerce, and (c) not within a defined commercial zone; and (2) provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- B. **U.S. FMCSA Requirements.** Contractor shall comply with: (1) safety requirements of U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390–397, to the extent applicable; and (2) driver's license requirements of U.S. FMCSA regulations, "Commercial

Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

24. SAFE OPERATIONS OF MOTOR VEHICLES.

- A. **Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or AGENCY.
- B. **Distracted Driving.** Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.
- C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

25. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

- A. **Definitions.** As used in this clause: (1) "driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (note: "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and (2) "text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (note: "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- B. **Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately- owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: (1) establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and (2) education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.
26. **SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING).** *[These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]*
- A. Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the San Luis Obispo Regional Transit Authority (RTA), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.
 - B. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Contractor shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to the San Luis Obispo Regional Transit Authority (RTA), 253 Elks Lane, San Luis Obispo, California, 93401. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
 - C. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.
27. **BUY AMERICA.** *[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]*
- A. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Contractor must submit to AGENCY the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.
 - B. Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.
28. **PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT.** The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or

extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: **(A)** telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); **(B)** video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; **(C)** Telecommunications or video surveillance services provided by such entities or using such equipment; and **(D)** telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

29. AIR POLLUTION & FUEL ECONOMY. *[These requirements apply to contracts for the purchase of rolling stock.]*

The Contractor agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

30. ROLLING STOCK LIMITATIONS. *[These requirements apply to contracts for the purchase of rolling stock.]*

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

31. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES. *[These requirements apply to contracts for the purchase of rolling stock.]*

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

32. BUS TESTING. *[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]*

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon

completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

33. ENVIRONMENTAL PROTECTIONS. *[These requirements do not apply to Construction contracts and subcontracts under \$150,000.]*

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

A. National Environmental Policy Act.

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; (b) the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; (b) joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.

B. Environmental Justice. Contractor shall promote environmental justice by following:

- (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order;
- (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and
- (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

C. Other Environmental Federal Laws. Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

D. Use of Certain Public Lands. Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

- E. **Historic Preservation.** Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.
- F. **Indian Sacred Sites.** Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

34. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT. *[These requirements do not apply to contracts and subcontracts under \$150,000.]*

Contractor shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" (C) will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1387).

35. ENERGY CONSERVATION. *[These requirements do not apply to Construction contracts and subcontracts under \$250,000.]*

Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

36. RECYCLED PRODUCTS (SOLID WASTES). *[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.]*

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247. The requirements of Section 6002 include: (A) procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (B) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (C) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 37. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA.** *[These requirements apply to contracts for the performance of experimental, developmental, or research work.]*
- A.** This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
 - B.** The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes": (1) any subject data developed under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - C.** Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
 - D.** Unless prohibited by state law, upon request by the Federal Government, Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Federal Government

for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- E. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- F. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.
- G. Contractor shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

38. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY. *[These requirements apply only to contracts for National Intelligent Transportation System projects.]*

Contractor shall conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

39. NTD REPORTING. As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must: **(A)** facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); **(B)** conform to the NTD reporting system and the Uniform System of Accounts and Records; **(C)** comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630; **(D)** report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions: **(1)** any information relating to a transit asset inventory or condition assessment; **(2)** any data on assaults on transit workers; **(3)** any data on fatalities that result from an impact with a bus; and **(4)** such other information as FTA may require; **(E)** comply with any other applicable reporting regulations, and requirements; and **(F)** follow FTA guidance.

40. TRAFFICKING IN PERSONS. Contractor and its subcontractors or their employees shall not: **(A)** engage in severe forms of trafficking in persons during the Contract Term; **(B)** procure a commercial sex act during the Contract Term; or **(C)** use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

41. DBE REQUIREMENTS.

Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the AGENCY agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

i) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (1) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note; (2) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26; and (3) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

ii) DBE Program Requirements. An AGENCY that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26 (DBE requirements to be provided by the RTA Administration Department for Procurements)

Disadvantaged Business Enterprise (DBE)

Overview

It is the policy of the RTA and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

It is also the policy of the RTA to:

- 1) Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2) Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
- 3) Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4) Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
- 5) Help remove barriers to the participation of DBEs in DOT assisted contracts;
- 6) To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- 7) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with the RTA.

Contract Assurance

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

DBE Participation Goal

The RTA’s overall DBE participation goal is set at 5.5%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 5.5%** of the total Contract price. Failure

to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- 1) A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- 2) A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.
- 3) An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- 4) An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- 1) Documented communication with the RTA's DBE Coordinator (questions of RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 2) Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
- 3) The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4) Written notification to DBE's encouraging participation in the proposed Contract; and
- 5) Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- 1) The names, addresses, and telephone numbers of DBE's that were contacted;
- 2) A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- 3) Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's DBE Coordinator, Tania Arnold. Ms. Arnold will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the

original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The RTA shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the RTA** that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section 1 Access to Records and Reports.

Sanctions for Violations

If at any time the RTA has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.



DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Bidder/Offer is committed to a minimum of 11.57 % DBE utilization on this contract.

The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm
Studio Six, 1114 Neon Forest Circle, #6 Longmont, CO 80504	Traci Jones (303) 652-6230	11.57	Task 6.3 Marketing Plans	Woman-owned business



DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

- The Proposer certifies that the Proposer and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
 2. Have not, within the preceding three years, 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 or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
 4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: LSC Transportation Consultants, Inc.

Name: Gordon Shaw, AICP, PE

Title: Principal

Signature: 

SAM Unique Entity ID#: CM5RMLKGW276 Expiration Date: 09/23/2023

Date: 8/1/23



TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: LSC Transportation Consultants, Inc.

Name: Gordon R. Shaw, PE, AICP

Title: Principal

Signature: 

Date: 8/1/23



LOBBYING RESTRICTIONS CERTIFICATION

This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for 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 Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

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

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: LSC Transportation Consultants, Inc.

Name: Gordon R. Shaw, PE, AICP

Title: Principal

Signature: 

Date: 8/1/23

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.