

Request for Proposals (RFP) # 22-01  
For  
Yolo County Transportation District (YCTD)  
**Microtransit Technology Platform**

February 15, 2022

Submission Deadline:  
March 15, 2022 at 4:00 PM Pacific Time

## Contents

1.	Request for Proposal.....	1
1.1	Invitation.....	1
1.2	Procurement Schedule.....	1
1.3	Organization of Proposal Materials .....	1
1.4	Proposal Submissions.....	1
1.5	Amendment and/or Postponement .....	2
1.6	Acceptance Period .....	2
1.7	Evaluation and Selection Process .....	2
1.8	Evaluation and Selection Criteria.....	3
1.9	Interviews, Discussions, and Negotiations.....	4
1.10	General Terms and Conditions.....	4
2.	Introduction and Background .....	5
2.1	Purpose and Scope of Work.....	5
2.2	YCTD Overview.....	6
2.3	City of Woodland Overview .....	6
2.4	Existing YCTD microtransit services .....	6
2.5	Microtransit service recommendations in YCTD’s 2021 Comprehensive Operational Analysis (“YoloGo Study”).....	8
2.6	YCTD Districtwide Microtransit Goals .....	9
3.	Definitions .....	9
4.	Technical Proposal Requirements.....	9
A.	Technical approach and functionality.....	9
B.	References/past performance .....	11
C.	Service and Deployment Plan .....	12
5.	Price Proposal Requirements.....	12
	Attachment A - Price Proposal.....	14
	Attachment B - Submission Form .....	15
	Attachment C - Standard Contract Terms and Conditions .....	16
	Attachment D - YCTD Districtwide Microtransit Goals .....	30

# 1. Request for Proposal

## 1.1 Invitation

The Yolo County Transportation District (hereinafter “YCTD”) is seeking proposals from responsible firms for **YCTD RFP #22-01, Microtransit Technology Platform.**

## 1.2 Procurement Schedule

### Schedule

The procurement process schedule is as follows:

Issue date of RFP	February 15, 2022
Pre-Proposal Conference (via Zoom webinar)	February 24, 2022 at 10:00 AM Pacific Time
Deadline for Questions	March 3, 2022
Submission Deadline	March 15, 2022 at 4:00 PM Pacific Time

This schedule is tentative and may be changed by YCTD at any time.

### Inquiry and Questions

Effective immediately upon release of the Request for Proposal (RFP) and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to Kristen Mazur, Senior Planner at [kmazur@yctd.org](mailto:kmazur@yctd.org).

### Pre-Proposal Conference

A pre-proposal conference will be held via Zoom webinar at 10:00 AM Pacific Time on February 24, 2022. Firms wishing to participate may request more information by sending an email to [kmazur@yctd.org](mailto:kmazur@yctd.org) no later than 5:00 PM Pacific Time February 23, 2022. Firms that RSVP via email prior to the deadline will receive dial-in information. All prospective proposers are encouraged to attend.

## 1.3 Organization of Proposal Materials

To enhance the comparability and facilitate evaluation, all proposal responses must be organized as follows:

1. Table of Contents
2. Cover Letter
3. Technical Proposal - Please see Section 4 Technical Proposal Requirements for a detailed description of what should be included in each of the following sections:
  - A. Technical approach and functionality
  - B. References/past performance
  - C. Service and Deployment plan
4. Attachment A - Price Proposal
5. Attachment B - Submission Form

## 1.4 Proposal Submissions

Proposals are to be submitted electronically via email to Kristen Mazur, Senior Planner at [kmazur@yctd.org](mailto:kmazur@yctd.org) before the submission deadline. The YCTD email system does not accept attachments larger than 10 MB. If your proposal is near this size or greater, please mail two USB drives containing your proposal to:

Microtransit Technology Platform RFP #22-01  
Yolo County Transportation District  
Attn: Kristen Mazur, Senior Planner  
350 Industrial Way  
Woodland, CA 95776

USB drives must be received before the submission deadline.

### 1.5 Amendment and/or Postponement

YCTD reserves the right to postpone, for its own convenience, the deadline for submitting proposals. Further, YCTD reserves the right to unilaterally revise or amend the scope of work up to the time set for submitting proposals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective proposers and a copy will be posted on YCTD's website. The deadline for submitting proposals shall be at least five (5) working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for submitting proposals. Proposers are requested to acknowledge receipt of all addendums as part of the technical proposal. Failure to acknowledge an addendum will not automatically disqualify a proposer, but failure to address any changes in the proposal may lead to a lower score than would otherwise be the case. Any Proposer whose proposal has already been submitted to YCTD when the decision to postpone is made will be afforded the opportunity to revise or withdraw their proposal.

### 1.6 Acceptance Period

Proposals shall remain valid for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of sixty (60) calendar days from the date of submission of the Best and Final Offer.

### 1.7 Evaluation and Selection Process

#### Responsiveness

In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the RFP, and YCTD must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

Proposers are expected to agree with the terms contained or referenced herein. Proposers should therefore not make any changes to these terms, nor restate any provisions in their Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the RFP. YCTD is under no obligation to entertain or accept any such specific exceptions.

YCTD will accept proposals that offer exceptions to YCTD's general terms and conditions. YCTD may negotiate such exceptions with Proposers that fall within the overall competitive range. Should YCTD

and a proposer fail to come to acceptable terms, that proposer shall be eliminated from consideration for contract award.

YCTD will appoint an Evaluation Committee to evaluate all proposals submitted for this project. To be acceptable, proposals shall not be more than 15 pages using twelve (12) point or greater font size. The total pages does not include the table of contents, cover letter, price proposal or required forms.

## 1.8 Evaluation and Selection Criteria

### Initial Evaluation

All proposals will be initially evaluated and ranked by the Evaluation Committee based on the weighted evaluation criteria in Table 1.

### Evaluation Form

Each member of the Evaluation Committee shall complete an evaluation form for each proposal submitted. The final rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

*Table 1. Evaluation Criteria*

Criteria	Weight
<b>Technical Proposal</b>	
<b>A. Technical approach and functionality</b> For each of YCTD's seven (7) microtransit goals, the proposal clearly explains the firm's technical approach and how the technology platform can help YCTD achieve its goals.	60 points
<b>B. References/past performance</b> The proposal demonstrates that the firm has a track record of successfully managing real time bookings and on-demand routing. The proposal demonstrates that the firms' technology can be used to implement microtransit service that is productive (as measured by passengers per hour) and cost effective (as measured by costs per hour).	15 points
<b>C. Service and Deployment Plan</b> The proposal demonstrates that the firm has the ability to help clients plan for and configure microtransit services and has successfully done so in the past. The proposal also demonstrates that the firm has the capability and experience to support training, marketing and deployment of the microtransit technology platform.	10 points
<b>Price Proposal</b>	
Price Proposal	15 points
<b>Total</b>	<b>100 points</b>

### Further Discussions/Clarification

After determining which of the proposals are within the competitive range, the Committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate and in the best interest of YCTD or whether negotiation should be conducted with the subset of proposers within the competitive range. If the Committee determines it is in the best interest of YCTD to enter into negotiations with the proposers in the competitive range, the committee may submit, only to the proposers in the competitive range, questions regarding their proposals which it feels are appropriate for discussion or which need additional clarification. Proposers shall be prepared to respond, in writing, to all questions within the time frame provided by the Evaluation Committee. If deemed necessary by the Committee, oral interviews and discussions with the proposers may be required.

### Re-Evaluation (if necessary)

When discussions (if conducted) have been completed, the technical proposals from the proposers in the competitive range shall be re-evaluated and ranked on the basis of documented changes and modifications to the proposals. All changes or modifications to the proposal must be documented in writing to be considered in the re-evaluation.

## 1.9 Interviews, Discussions, and Negotiations

### Interviews

The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range. Interviews may include a demonstration of the proposer's technology platform, including a demonstration of how the platform is used by various parties (customers, drivers, reservationists/dispatchers, customer service representatives, YCTD staff evaluating performance metrics)

### Negotiations

The committee or designated members of the committee may negotiate with each Proposer whose proposal falls within the competitive range. Each Proposer remaining within the competitive range at the close of negotiations may be invited to submit a "Best and Final Offer."

### Best and Final Offer

The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

### Contract Award

Award will be made to the responsible firm whose proposal is most advantageous to YCTD.

## 1.10 General Terms and Conditions

### Contract

YCTD's Standard Contract Terms and Conditions are included as Attachment C.

Any contract resulting from this RFP may be subject to a financial assistance contract/agreement between YCTD and the California Department of Transportation (Caltrans), and between YCTD and the U.S. Department of Transportation, Federal Transit Administration (FTA). The contract shall be governed by all applicable state and federal regulations.

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained in this RFP. Upon acceptance of the offer, and upon award of the contract to the successful proposer (if any), this procurement solicitation document, together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the contract documents. The contract shall be a firm, fixed-price contract. Proposer warrants that employees who participate in this project will be compensated in accordance with the law.

#### Contract Term

Term is dependent upon submitted proposals. Term may include planning and development assistance before deployment. The Initial software licensing term shall be no more than two (2) years with the potential for 3 one (1) year extensions at YCTD's sole option.

## 2. Introduction and Background

### 2.1 Purpose and Scope of Work

YCTD currently operates microtransit service in two rural communities, Knights Landing and Winters/El Rio Villa. In 2022, YCTD is planning to expand its microtransit offerings to the City of Woodland, a city with a population of approximately 60,000 and a size of approximately 15 square miles. While there are not plans for YCTD to operate microtransit in any additional service areas or microtransit zones at this time, YCTD is seeking proposals that are scalable if YCTD decides to further expand into additional service areas within the contract period.

With this Request for Proposals (RFP), YCTD seeks to secure the following:

- A microtransit technology platform that can be used to reserve, route, dispatch, and pay for microtransit trips in *all* of YCTD's microtransit service areas (Knights Landing, Winters/El Rio Villa, Woodland, potential additional areas in the future).
- A final service and deployment plan for each zone
- Technical support for the platform

Optional tasks that YCTD may choose to exercise at its discretion during the contract period include:

- (Strongly Desired) Technical planning assistance to help YCTD plan microtransit services in the City of Woodland expansion area, including assistance to help YCTD and the City of Woodland make policy decisions regarding the number of vehicles, the service area boundaries, hours of operation, fares, etc. Some proposers may include technical planning assistance within the price of the technology platform itself and/or the service/deployment planning task. Some proposers may consider this an optional task that involves additional effort and may therefore charge an additional cost for this service. If the proposal identifies technical planning assistance as a separate scope and cost, YCTD may or may not choose to exercise that option.

- Represent microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtransit service in third-party trip planning applications
- Represent microtransit booking data with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification
- Integrate YCTD’s existing mobile fare payments system (Bytemark) into the microtransit technology platform

YCTD will provide all vehicles and drivers needed for the microtransit service, either directly or through its existing third-party operations and maintenance contract with Transdev.

## 2.2 YCTD Overview

YCTD is the Consolidated Transportation Services Agency (CTSA) and the Congestion Management Agency (CMA) for Yolo County. The agency’s mission is to provide alternative transportation to the general public and transit dependent individuals in the County.

YCTD is most known today as the operator of Yolobus, fixed route bus service that serves Woodland, West Sacramento, Davis, Capay Valley, the Sacramento International Airport and downtown Sacramento. The agency also provides Paratransit service for residents within its fixed route service area to comply with the Americans with Disabilities Act (ADA) and limited microtransit service in the rural communities of Knights Landing and Winters (see details under “Existing YCTD microtransit services”). All of these transit services are provided under contract with Transdev. Going forward, YCTD will have a greater emphasis on multimodal mobility, complementing multi-city fixed route service with microtransit, the development of intercity bicycle/pedestrian trails, and projects to integrate multimodal improvements into local streets, roads and highways within Yolo County.

## 2.3 City of Woodland Overview

Woodland has a population of approximately 60,000 and is the County seat of Yolo County. Woodland is located 20 miles northwest of Sacramento at the intersection of Interstate 5 and State Route 113. To the south is the City of Davis, with its University of California campus. The Sacramento International Airport is eight miles to the east.

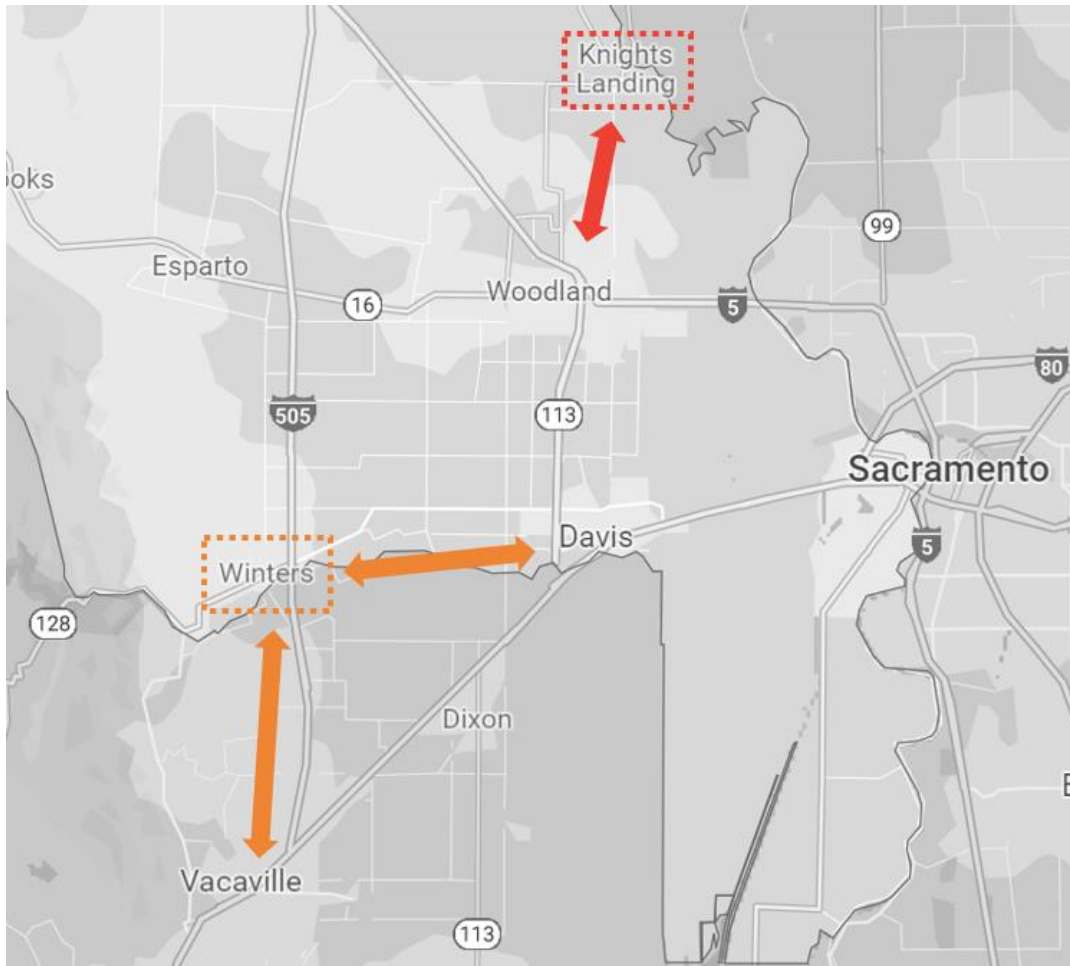
Woodland’s strong historic heritage is reflected in historic buildings in its downtown area and surrounding neighborhoods. The city’s rich agricultural legacy shapes the community’s distinct identity and plays an important economic role in Woodland, which features one of the top concentrations of food and agriculture businesses in the nation. Due to its proximity to major transportation nodes, Woodland has become increasingly important as a manufacturing and distribution center. Woodland is also home to a major community college, diverse housing options, and one of Yolo County’s two hospitals.

## 2.4 Existing YCTD microtransit services

YCTD currently operates microtransit service in two of the rural communities in its service area. The service is branded as the Yolo Urban-Rural Ride (YOUR Ride) service because it is intended to help connect those communities to the larger, more urban neighboring communities. The two service areas are:



- (1) **Knights Landing** – serves trips *within* the Knights Landing community in unincorporated Yolo County, or trips *between* Knights Landing and the neighboring City of Woodland. Operates Monday through Friday and Sundays from 8:30 am to 5:30 pm.
- (2) **Winters/El Rio Villa** – serves trips *within* Winters and El Rio Villa or *between* Winters/El Rio Villa and the neighboring Cities of Davis or Vacaville. Operates Monday through Saturday from 8:30 am to 4:30 pm.



The Knights Landing YOUR Ride service was originally launched as a pilot program in August 2019 with the support of grant funding from the Sacramento Area Council of Governments (SACOG) Civic Lab grant program. The goal of the grant-funded pilot was to explore how to connect rural communities to their small urban neighbors in a cost-effective, efficient, and community-supported manner. YCTD worked with SACOG to secure the TripShot technology platform for the microtransit service.

In March 2020, the COVID-19 pandemic significantly disrupted YCTD and Yolobus services, as well as mobility throughout the region. In response to stay-at-home orders and reduced transit ridership, YCTD temporarily reduced some of its Yolobus fixed route bus services, including temporarily discontinuing the Route 216 that served Knights Landing, as well as Routes 220 and 220C that served Winters and El Rio Villa. To replace Routes 220/220C, YOUR Ride service (and the eligibility of the associated SACOG grant funding) was expanded to add a service area covering Winters/El Rio Villa.

## 2.5 Microtransit service recommendations in YCTD’s 2021 Comprehensive Operational Analysis (“YoloGo Study”)

YCTD recently completed a multi-year study to determine how Yolobus transit services can better serve the community. The [YoloGo study](#) included the following microtransit-related recommendations:

- Permanently discontinue Knights Landing Route 216 (and permanently replace it with Knights Landing YOUR Ride service)
- Permanently discontinue Winters Route 220 (and permanently replace it with Winters/El Rio Villa YOUR Ride service)
- Permanently discontinue local Woodland Routes 210 and 214 and replace it with Woodland microtransit service. In coordination with this effort, restructure local Woodland Routes 211 and 212.

Table 2 from the YoloGo Study shows the relative productivity of the Woodland, Winters and Knights Landing routes in 2019 compared to Yolobus’ other local/regular routes.

*Table 2. Yolobus Boardings per Revenue/Vehicle Hour in 2019 for Local/Regular Routes by Route and Day of Week*

Route	Weekday			Saturday			Sunday		
	B/RH	B/VH	rank	B/RH	B/VH	#routes	B/RH	B/VH	#routes
35	7.96	6.4	10/11	2.2	1.9	9	*1.5	*1.3	8
40	10.6	9.3	6	7.4	6.3	6	*5.4	*4.9	5/4
41	12.3	10.7	5	--	--	--	--	--	--
42A	14.9	13.7	2	11.7	10.3	4	*6.9	*6.3	3
42B	13.9	12.9	3	12.3	10.8	3	*7.3	*6.6	2
Woodland 210	8.7	8.6	8	--	--	--	--	--	--
Woodland 211	9.0	8.9	7	8.5	8.4	5	*4.2	*4.2	7
Woodland 212	8.02	7.9	9	4.0	3.9	8	*4.3	*4.2	6
Woodland 214	7.2	7.1	11/10	--	--	--	--	--	--
215	17.6	16.2	1	*20.8	*19.0	1	*13.2	*12.2	1
Knights Landing 216	2.2	2.2	13	--	--	--	--	--	--
217	*0.9	0.9	14	--	--	--	--	--	--
Winters 220	4.4	4.1	12	*6.7	*5.3	7	--	--	--
240	13.2	11.0	4	14.2	12.3	2	*6.1	*.46	4/5
<b>Total Local Routes</b>	<b>12.1</b>	<b>11.1</b>	--	<b>12.0</b>	<b>10.7</b>	--	<b>7.6</b>	<b>6.9</b>	--

Source: Ridecheck Data, May 2019

\* Source is farebox counts, May 2019

Note: Route 216 operates three days per week; Route 217 operates two days a week.

- = YoloGo Study recommended discontinuing route and replacing with microtransit
- = YoloGo Study recommended restructuring route to coordinate with/complement new microtransit service

As YCTD’s microtransit services transition from being small, discrete, grant-funded pilot projects to a large component of our overall service offerings, YCTD has decided to conduct a procurement to secure the technology tools needed to enhance and expand the service going forward.

## 2.6 YCTD Districtwide Microtransit Goals

In January 2022, the YCTD Board adopted districtwide microtransit goals, which are included in Attachment D for reference. The districtwide microtransit goals were used to develop this RFP and, in the Technical Proposal, proposers will be asked to provide detail on how their technology and approach supports the goals.

## 3. Definitions

**Microtransit:** An app-enabled, shared ride, on-demand transportation service with the following characteristics:

- Allows riders to request trips on demand, rather than hours or days beforehand (although advance reservations may be possible)
- Allows for electronic payment through the proposed trip request platform
- Provides the ability for users to manage personal information, payment method, and ride history, and to request rides (and possibly provide feedback on the service)
- Provides real-time information related to vehicle location before and during the trip
- Could be curb-to-curb service (a vehicle will arrive at the trip origin and end at the requested destination, within the right of way) or a stop-to-stop service (customers may be directed to pick-up locations and drop-off locations within a reasonable walking distance of origins and destinations)

**Mobility as a Service (MaaS):** An app or digital platform that enables users to plan (and in some cases book and pay for) for multiple types of mobility services (e.g., microtransit services, fixed route bus or rail services, transportation network company services, bikeshare/scootershare).

## 4. Technical Proposal Requirements

### A. Technical approach and functionality

At its January 2022 Board meeting, YCTD adopted Districtwide Microtransit Goals. For each of the YCTD-adopted microtransit goals listed below, please describe how your firm’s technical approach and the functionality of your technology platform can help meet the goal.

#### Goal #1: Improve overall mobility by filling gaps in service and complementing other transportation options.

Describe how your technology platform can help YCTD achieve Goal #1. Specifically, it is anticipated that each of YCTD’s microtransit zones will have unique transportation gaps that the microtransit service is aiming to fill. Please include a description of whether and how the parameters in the technology platform (e.g., hours of service, service area boundaries, wait time, maximum detour time, fares) can be configured or customized for each zone to best meet the unique needs of that area, including but not limited to the following potential use cases:

- Connecting rural communities to nearby urban areas

- Local intracity trips that are not well served by fixed route service
- First/last mile connections to high-capacity transit

### Goal #2: Easy for the public to discover or “stumble upon”

Describe how your technology platform can help YCTD achieve Goal #2. Please include a discussion of whether your firm has experience in the following areas:

- Helping clients develop and implement service and deployment plans that encourage high uptake and usage of the microtransit service.
- Facilitating the discoverability and usability of the service in third-party trip planning applications
  - For service data, proven and demonstrable experience representing microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtransit service in third-party trip planning applications (e.g., TransitApp)
  - For booking data, proven and demonstrable experience working with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification
- Advising clients on how to brand the microtransit service in a way that highlights community identity

### Goal #3: Easy for all to use

Describe how your technology platform can help YCTD achieve Goal #3. Please include a discussion of whether and how your technology platform has or supports the following service characteristics:

- A variety of fare payment methods are accepted, including cash to allow unbanked persons to use the service
- Reservations can be made by telephone for those customers who do not have or cannot use a smartphone
- Service can be booked and paid for in advance by someone else (e.g., parents and caregivers) (strongly preferred)
- Service can reliably accommodate the needs of diverse users, especially seniors, youth, families with young children, and those who requires a wheelchair accessible vehicle
- Service can be easily used by multilingual customers and customers with limited English proficiency
- Service emphasizes the quality of the ride and the enhanced user experience
- On the front end: Customer-facing user interface is intuitive and easy to use
- On the back end: Driver-facing user interface is intuitive and easy to use
- On the back end: YCTD and its operations contractor staff (dispatchers/reservationists/customer service representatives) can manage trips and monitor performance using an intuitive web-based user interface

### Goal #4: Reliable

Describe how your technology platform can help YCTD achieve Goal #4. Please include a description of whether and how your technology platform supports the following service characteristics:

- Wait times are reasonable and consistent
- Travel times are reasonable

### Goal #5: Safe

YCTD will be providing the drivers and vehicles for the microtransit service to ensure that all FTA safety-related vehicle and driver requirements are met, including driver training, driver drug and alcohol testing, and vehicle maintenance. However, your firm's technology platform may have additional features or characteristics intended to address and enhance customer safety. If so, please describe how your technology platform can help YCTD achieve Goal #5.

### Goal #6: Environmentally sustainable

Describe how your technology platform can help YCTD achieve Goal #6. Please include a description of how your technology platform maximizes shared rides.

### Goal #7: Cost efficient and effective

Describe how your technology platform can help YCTD achieve Goal #7. Please include the following:

- A description of how your technology platform supports the efficient use of resources such as drivers and vehicles.
- A description of whether and how your technology platform has been used to deliver cost efficient and productive microtransit services for other clients
- A description of the data that YCTD will have access to in order to effectively evaluate the microtransit service. YCTD's preference is to have full access to all of the data related to its microtransit service so that the data can be analyzed internally at YCTD as needed without needing to request specific reports or analysis from the vendor. If your firm does not give clients full access to the data related to their services, please provide details about the data you provide, how it is provided to the client (e.g., is it provided in raw data format or only in aggregated dashboards or reports?), and how it satisfies YCTD's desire to effectively evaluate the service.

## B. References/past performance

Describe your firm's track record of successfully managing real time bookings and on-demand routing. Please include 3-5 references/case studies where you have provided a microtransit technology platform for a client. To the maximum extent possible, please select case studies that are relevant to YCTD due to a similar geography, a similar use case, a similar client type (public transit agency operating its own vehicles with its own drivers), etc.

Each reference/case study must include the following details:

- **Client contact info**
  - Agency/Organization
  - Location (City, State)
  - Contact person
    - Name
    - Title
    - Phone
    - Email
- **Operating model:** (e.g., turnkey solution; technology platform only with drivers and vehicles provided by client; technology platform and vehicles only with drivers provided by client)
- Number of vehicles in microtransit fleet

- **Operating hours**
- **Number of zones/zone size**
- **Annual microtransit ridership** (if service has been operational for less than one year, indicate length of time service has been operating and total ridership during that time)
- **Annual microtransit vehicle revenue hours** (if service has been operational for less than one year, indicate length of time service has been operating and vehicle revenue hours during that time)
- **Annual microtransit operating costs.** If only partial costs are known (e.g., if only the costs of the technology platform are known, but the client’s other costs such as staff time and overhead are unknown), please explain and YCTD will request further details from the client as needed during the reference check.
- **Annual capital costs.** If unknown or only partially known (e.g., if capital costs are borne directly by the client), please explain and YCTD will request further details from the client as needed during the reference check.

### C. Service and Deployment Plan

Once a technology platform is selected, YCTD will work with stakeholders, the public, YCTD advisory committees, the YCTD Board, and the selected technology vendor to prepare a final service and deployment plan for each service area, including service characteristics and parameters such as:

- Number of vehicles
- Hours of service
- Service area boundaries
- Wait time parameters
- Maximum detour time parameters
- Fares
- 100% on-demand vs. occasional scheduled stops at mobility hubs

For the Knights Landing and Winters service areas, microtransit service is already operational and this task will primarily involve refining the existing service parameters. For the Woodland service area, this task may involve more effort because it is a new microtransit service expansion. Please describe your firm’s capabilities and experience related to helping clients plan for and configure microtransit services. Also, please describe how your firm will support training, marketing and deployment of the microtransit technology platform.

## 5. Price Proposal Requirements

Proposer shall provide pricing as specified in Attachment A Price Proposal.

Proposer must include pricing for the microtransit technology platform and for the deployment and support of the platform. Per unit pricing for the microtransit technology platform may be considered as:

- Per Vehicle;
- Per Revenue Hour;
- Per Driver; and/or
- Per Ride; etc.

YCTD will determine the number of vehicles needed for the microtransit service during the planning and deployment phases of the project. Over the term of the contract (two-year contract plus three option years), YCTD anticipates that the number of microtransit fleet vehicles could range from 4 to 20 and the proposer's price proposal should reflect this possible range. Not all fleet vehicles would necessarily be active (i.e., in revenue service) at the same time. For instance, if there are electric vehicles (EVs) in the microtransit fleet, they may be removed from revenue service for charging purposes and replaced with other vehicles during charging.

Proposer may provide pricing for the following contract options, which YCTD may choose to exercise at its discretion during the term of the Agreement:

- Cost to assist YCTD with planning for the microtransit service, if not already included in the price of the technology platform itself or in the cost of the deployment support
- Cost to represent microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtransit service in third-party trip planning applications
- Cost to represent microtransit booking data with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification
- Cost to integrate YCTD's existing mobile fare payments system (Bytemark) into the microtransit technology platform

## Attachment A - Price Proposal

Task/Item Description	Unit of Measure	Unit Price (USD)	Quantity	Total Price
<b>Required Items/Tasks</b>				
Technology platform (including software, devices, etc.)*				
Deployment support (Final Service and Deployment Plans for each service area)				
Annual Support Fees				
<b>Contract Options (YCTD may choose to exercise any or all of these options at its discretion during the contract period)</b>				
Planning assistance (if scope and price is not already included in the required items/tasks above)				
Represent microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand)				
Represent microtransit booking data with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification				
Integrate YCTD's existing mobile fare payments system (Bytemark) into the microtransit technology platform				
Subtotal				
Sales Tax				
Grand Total				

\*Over the course of the two-year contract and three (3) option years, YCTD anticipates that the number of microtransit fleet vehicles could range from 4 to 20 and the proposer's price proposal should reflect this possible range



## Attachment B - Submission Form

Legal Name of Company:	
Primary Office Address:	
Telephone Number:	
Email Address:	
DUNS Number:	

1. Proposer acknowledges receipt of RFP 22-01 and Addenda No. (s) \_\_\_\_\_
  
2. Proposer acknowledges its familiarity with requirements defined in Scope of Work
  
3. This offer shall remain valid for \_\_\_\_\_calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of \_\_\_\_\_calendar days from the date of submission of the Best and Final Offer.  
*(minimum 60)*

Signatory's Name:	
Signatory's Title:	
Email:	
Date Signed:	
Signature of Person Authorized to Bind Proposer:	

s

## Attachment C - Standard Contract Terms and Conditions

### GENERAL TERMS AND CONDITIONS

#### 1. OWNERSHIP OF DOCUMENTS.

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

If and to the extent that YCTD utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 4 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

#### 2. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to YCTD pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. All such documents or records shall be maintained for at least three (3) years from the end of the Contractor's fiscal year during which the associated services were provided or expenditures incurred, or longer, and for any longer period that may be required by YCTD to comply with laws or regulations relating to audits of public agencies and their expenditures.

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

(c) Where YCTD has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution

or termination of Contractor's business, YCTD may, by written request, require that custody of such documents or records be given to the YCTD. Access to such documents and records shall be granted to YCTD, as well as to its successors-in-interest and authorized representatives.

### **3. INDEPENDENT CONTRACTOR.**

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

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

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

### **4. STANDARD OF PERFORMANCE.**

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

### **5. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

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

## **6. PREVAILING WAGE LAWS**

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

## **7. NONDISCRIMINATION.**

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

## **8. UNAUTHORIZED ALIENS.**

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

## **9. CONFLICTS OF INTEREST.**

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

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

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

## **10. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

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

## **11. INDEMNIFICATION.**

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

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall

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

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

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

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

## **12. INSURANCE.**

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

## **13. ASSIGNMENT.**

The expertise and experience of Contractor are material considerations for this Agreement. YCTD has an interest in the qualifications and capability of the persons and entities who will

fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the YCTD. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling YCTD to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 15 "Termination of Agreement." YCTD acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

#### **14. CONTINUITY OF PERSONNEL.**

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

#### **15. TERMINATION OF AGREEMENT.**

(a) Termination for Convenience. YCTD may terminate this Agreement, in whole or in part without cause, by providing Contractor thirty (30) days advance written notice of termination before terminating the Agreement. If this Agreement is terminated, YCTD shall be liable only for payment under Section [X] "Compensation and Method of Payment" of this Agreement for services rendered before the effective date of termination. Acceptance of such final payment by Contractor shall constitute a complete accord and satisfaction as between the Contractor and YCTD. Such notice shall be given by certified or registered first class mail and addressed to the Contractor's address stated below, or any updated address provided to YCTD during the Term of this Agreement. Contractor by written notice may terminate this Agreement, in whole or in part, by at least one hundred eighty (180) days advance written notice to YCTD. Such notice shall be given by certified or registered first class mail and addressed to the YCTD address stated below, or any updated address provided to Contractor during the Term of this Agreement.

(b) Termination for Cause. If YCTD notifies Contractor of a default under Section 16 "Default" and Contractor fails to cure the default within the time frame provided, YCTD may terminate this Agreement immediately. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

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

**16. DEFAULT.**

In the event that Contractor is in default under the terms of this Agreement, the YCTD may give notice to Contractor specifying the nature of the default and providing the Contractor a timeframe to cure the default. The YCTD may hold all invoices until the default is cured. If Contractor does not cure the default to YCTD’s satisfaction in the timeframe given, the YCTD may take necessary steps to terminate this Agreement under Section 15 “Termination of Agreement.” Any failure on the part of the YCTD to give notice of the Contractor’s default shall not be deemed to result in a waiver of the YCTD’s legal rights or any rights arising out of any provision of this Agreement.

**17. EXCUSABLE DELAYS.**

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

**18. COOPERATION BY YCTD.**

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

**19. NOTICES.**

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

To YCTD: Yolo County Transportation District  
Attn: Autumn Bernstein, Executive Director  
350 Industrial Way  
Woodland, CA 95776

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



**20. AUTHORITY TO EXECUTE.**

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

**21. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the Executive Director or his or her designated representative. The Executive Director shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 22 "Amendment" and the Executive Director's contracting authority under YCTD's ordinances, rules and regulations.

**22. AMENDMENT.**

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

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

**23. BINDING EFFECT.**

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

**24. FEDERAL PROVISIONS.**

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

**25. WAIVER.**

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

**26. LAW TO GOVERN; VENUE.**

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

## FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause Agency to be in violation of the FTA terms and conditions.
  
2. Access to Records. The following access to records requirements apply to this Agreement:
  - a. Where YCTD is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide YCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until YCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
  
3. Civil Rights.
  - a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
  - b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:

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

#### 4. Disadvantaged Business Enterprises.

- a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. YCTD's overall goal for DBE participation is \_\_\_ %. A separate goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out

applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
- d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from YCTD.
- e. The Contractor must promptly notify Agency whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Agency.

5. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Agreement.

7. No Obligation By The Federal Government

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

8. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the

Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### 9. Suspension and Debarment

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

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

11. Clean Water - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to YCTD and understands and agrees that YCTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
12. Lobbying – Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any 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 recipient.
13. ADA Compliance – The Contractor will be required to meet all requirements of the Americans with Disabilities Act of 1990 (ADA) and any and all regulations and rules adopted pursuant thereto in performing its Agreement with YCTD necessary to assure the project is in complete compliance with ADA.

## Attachment D - YCTD Districtwide Microtransit Goals

Microtransit goal	To achieve this goal...
Improves overall mobility by filling gaps in service and complementing other transportation options	<ul style="list-style-type: none"> <li>● Microtransit services should meet one or more of the following needs:                             <ul style="list-style-type: none"> <li>○ Connecting rural communities to nearby urban areas</li> <li>○ Local intracity trips that are not well served by fixed route service</li> <li>○ First/last mile connections to high-capacity transit</li> <li>○ Other needs as identified by the YCTD Board</li> </ul> </li> <li>● In each service area, the service parameters (e.g., hours of service, service area boundaries, wait time, fares) should be configured to best meet needs of that service area</li> </ul>
Easy for the public to discover or “stumble upon”	<ul style="list-style-type: none"> <li>● The vehicles are distinct/visible and advertise the service</li> <li>● The service is discoverable in third-party trip-planning applications</li> <li>● There is widespread promotion of the service through a variety of channels to encourage high uptake and usage, including digital promotion (social media, YCTD’s website) and in-person promotion (signage and promotional materials at transit hubs and popular community destinations)</li> <li>● The service is branded in a way that highlights community identity</li> </ul>
Easy for all to use	<ul style="list-style-type: none"> <li>● A variety of fare payment methods are accepted, including cash</li> <li>● Utilizes an intuitive, smartphone user interface</li> <li>● Reservations can be made by telephone for those customers who do not have or cannot use a smartphone</li> <li>● Service can be booked and paid for in advance by someone else (e.g., parents and caregivers)</li> <li>● Service can reliably accommodate the needs of diverse users, especially seniors, youth, families with young children, and those who requires a wheelchair accessible vehicle</li> <li>● There is an emphasis on the quality of the ride and the enhanced user experience</li> </ul>
Reliable	<ul style="list-style-type: none"> <li>● Wait times are reasonable and consistent</li> <li>● Travel times are reasonable</li> </ul>
Safe	<ul style="list-style-type: none"> <li>● All FTA requirements are met, including:                             <ul style="list-style-type: none"> <li>○ Driver training</li> <li>○ Driver drug and alcohol testing</li> <li>○ Vehicle maintenance</li> </ul> </li> </ul>
Environmentally sustainable	<ul style="list-style-type: none"> <li>● Shared rides are maximized</li> <li>● YCTD will transition to the use of zero- or low-emission vehicles in microtransit services</li> </ul>
Cost efficient and effective	<ul style="list-style-type: none"> <li>● The service is productive and cost efficient relative to other microtransit services</li> <li>● YCTD and member jurisdictions have access to all relevant data needed to effectively evaluate the service</li> <li>● Consideration will be given to any fiscal impact that the microtransit service has on the core operations of the district</li> </ul>



