



Santa Cruz County Regional Transportation Commission

--NOTICE--

Request for Proposals for Professional Services (RFP2167)

**Local Access for All Program
for Existing and Emerging Transportation Providers
of Wheelchair-Accessible On-Demand Transportation**

The Santa Cruz County Regional Transportation Commission (RTC) invites eligible Existing and Emerging Transportation Providers to submit a proposal to increase the availability of on-demand transportation service for people with disabilities within Santa Cruz County.

Eligible entities may apply for up to \$114,103.

Issue Date: Tuesday, February 21, 2023

Closing Date: Extended to Friday, July 7th ~~April 21~~, 2023 at 12:00 PM

Interested parties must deliver one (1) electronic PDF version of the proposal and one (1) cost proposal by the closing date.

Proposals relating to this RFP shall be submitted to:

Santa Cruz County Regional Transportation Commission (RTC)

Subject: Local Access for All Program

Email: amarino@sccrtc.org

Phone: 831-460-3200

This notice, along with its enclosures, comprises the Request for Proposals (RFP) for this project. Responses should be submitted in accordance with the instructions set forth in this RFP. Email inquiries relating to this RFP should include "Local Access for All Program" in the subject header. The RTC reserves the right to amend the RFP by addendum before the final proposal submittal date. This RFP and addenda will be available at:

<http://www.sccrtc.org/about/opportunities/rfp/>.





**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
1101 PACIFIC AVENUE, SUITE 250, SANTA CRUZ, CA 95060**

DATE: February 21, 2023
TO: Eligible Applicants
FROM: Guy Preston, Executive Director
SUBJECT: Request for Proposals (RFP) for Local Access for All Program for Existing and Emerging Transportation Providers of Wheelchair-Accessible On-Demand Transportation

INVITATION

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified and eligible Existing and Emerging Transportation Providers to submit a proposal for to increase the availability of on-demand transportation service for people with disabilities within Santa Cruz County. Eligible entities may apply for up to \$114,103. Please submit one (1) digital copy of your Proposal one (1) cost proposal.

REQUEST FOR PROPOSALS

RFP2167 is available on the RTC website: www.sccrtc.org/about/opportunities/rfp/ and at the RTC office.

RESPONSE DUE DATE

Proposals are due in the Santa Cruz County Regional Transportation Commission office by **12:00 PM on Friday, July 7th, 2023**. Any proposals received after the date and time specified above will not be considered. RFP Responses shall be considered firm offers to enter into a contract, as described in this RFP for a period of ninety (90) days from the time of submittal. Once submitted, proposals become the property of RTC. This call for projects does not commit RTC to award a contract, to pay any cost incurred in preparation of a proposal or to procure or contract for services.

PROCUREMENT SCHEDULE

Call for Projects Advertised/Issued	February 21, 2023
Questions, Comments, Requests for Clarification Due	12:00 PM PST on June 14 th , 2023
RTC Posts Responses to Questions, Comments, Requests for Clarification	June 21 st , 2023
Call for Projects Due Date Extension	12:00 PM PST on July 7th, 2023
Contract Award (Pending RTC Board Approval)	August 1, 2023
Contract Period	September 1, 2023 to June 30, 2025



CONTACT

Responses and inquiries relating to this RFP shall be submitted to:

Santa Cruz County Regional Transportation Commission

Attn: Amanda Marino, Transportation Planner

Email: amarino@sccrtc.org

Email inquiries relating to this Request for Proposals should include "Local Access for All Program" in the subject header.



Request for Proposals: Local Access for All Program for Existing and Emerging Transportation Providers of Wheelchair-Accessible On-Demand Transportation

Project Description

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified and eligible Existing and Emerging Transportation Providers to submit a proposal to increase the availability of on-demand transportation service for people with disabilities within Santa Cruz County. Eligible entities may apply for up to \$114,103.

This call for projects will be used by the RTC to select a contractor to provide on-demand Wheelchair Accessible Vehicle transportation services as a function of the Local Access Fund Administration program. The funding for this call for projects comes from the California Public Utilities Commission (CPUC) Transportation Network Company (TNC) Access for All Program. The purpose of the TNC Access for All Program is to incentivize the expansion and availability of on-demand transportation service for people with disabilities statewide.

Notice of award of funding will be given on August 1, 2023. Funding is available for use from September 1, 2023, to June 30, 2025. Funding will be provided via a quarterly reimbursement after receipt of a satisfactory invoice and a satisfactory report, 30 days after the end of each quarter. Funding is subject to change based on fees received by the CPUC from TNCs.

The CPUC created the TNC Access for All Program to implement Senate Bill (SB) 1376, which directed the Commission to establish a program relating to the accessibility of TNC services for persons with disabilities, including wheelchair users who need a Wheelchair Accessible Vehicle (WAV).

The Access for All Program operates through funding from an Access Fee of \$0.10 collected from each completed TNC trip originating in the state of California. The fee investments from TNC can either be used by TNCs to expand or improve on-demand WAV service in each county or geographic area or be distributed for use by Access Providers that can provide WAV services like TNCs but need additional funds to do so. The Access Fund money for Access Providers is collected by the CPUC and distributed to Local Access Fund Administrators (LAFAs), who locate local Access Providers and distribute funds to them. The fees from the Access Fund distributed to a single-county LAFA are the fees generated in that county.

It is important that the recipient have the capability to work closely with CPUC and RTC staff. The recipient or recipient team must be prepared to undertake whatever liaison and meetings required to satisfy this requirement.



Background Information

The Santa Cruz County Regional Transportation Commission is committed to delivering a full range of safe, convenient, reliable, and efficient transportation choices for the community. With a focus on long-term sustainability, the RTC provides transportation services, planning, and funding for all travel modes.

The RTC funds projects that improve safety and traffic flow on highways, to pothole and sidewalk repair on local streets; from new and improved bicycle lanes and sidewalks, to support of public transit and paratransit services; from maintenance of the existing transportation network to constructing projects that move more people; from help finding a carpool partner, to assisting stranded motorists — the RTC proactively addresses transportation needs in our community.

Working together with transportation partners, the RTC obtains and distributes funding, including voter-approved measure D funds, to maintain the existing transportation network as well as prepare for the transportation needs of the next generation. The RTC together with local, regional and state partners works to keep residents, business, and visitors moving wherever they want to go and however they choose to get there.

Eligibility

For the purposes of the Access for All Program, the CPUC identifies eligible Access Providers as transportation carrier[s] that hold a Commission-issued permit or a non-permitted transportation carrier that can provide documentation of the following with their **application (Attachment A)**:

1. Background checks: Carriers must perform background checks that meet or exceed what is required of Transportation Network Companies (TNCs) under the TNC Application Form.
2. Insurance: Carriers must have levels of insurance equivalent to or higher than what is required of charter-party carriers under [General Order 115](#).
3. Controlled substance and alcohol testing: Carriers must be enrolled in a controlled substance and alcohol-testing program.
4. Secretary of State Registration: Carriers must have their articles of incorporation filed with the Secretary of State.
5. Motor Carrier Profile with California Highway Patrol (CHP): Carriers must complete the [CHP 362 Motor Carrier Profile](#) and obtain a CA Number from the CHP.

These requirements are in addition to the requirements for any transportation carrier to apply as an Access Provider, as adopted in Decision [D.20-03-007](#) and [D.21-03-005](#). A non-permitted carrier applying to serve as an Access Provider shall submit a declaration to the RTC affirming compliance with each of the requirements. A non-permitted carrier that is approved to serve as an Access Provider shall ensure that each requirement is in effect during the term the carrier operates as an Access Provider.



Further, Access Providers must meet the following conditions:

- a. Directly provides, or contracts with a separate organization or entity to provide, on-demand wheelchair accessible vehicle (WAV) transportation to meet the needs of persons with disabilities.
- b. "On-demand WAV transportation" means that the provider can fulfill trip requests within 24 hours through a service that does not follow a fixed route or schedule.

In the future, the CPUC may consider the expansion of eligible Access Providers. In the event the CPUC expands the eligible pool of Access Providers, the RTC may adjust the program requirements and solicitation accordingly.

General Information

RFP Definitions:

Throughout this RFP, the following definitions will be used:

- "Contract" means a written contract executed between the RTC and a selected respondent.
- "Consultant" or "Contractor" means the firm, team, or person qualified to provide services described in this RFP.
- "Respondent" means an individual, joint venture, or a company that submits, or intends to submit, a Proposal in response to this RFP.
- "RFP" or "Request for Proposals" means the process described in this document.
- "RFP Response" and "Proposal" mean all documents submitted by a respondent in reply to this RFP request.
- "RTC Contract Manager", "RTC Project Manager", or "Contract Administrator" means the lead RTC staff assigned to oversee work of the contractor selected to implement this project.
- "RTC website" means the website maintained by the Santa Cruz County Regional Transportation Commission at www.sccrtc.org.

Inquiries: Inquiries will be accepted by phone, mail, or email. All inquiries related to this RFP should be directed to:

Amanda Marino, Project Manager
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
Phone: 831-460-3200 / Email: amarino@sccrtc.org

Information obtained from other sources is not official and should not be relied upon for completion of the RFP. Inquiries and answers may be documented and available on the RTC website to all potential respondents at the RTC's option.

Questions, Requests for Clarification and Additional Information on the RFP:

The RFP and any subsequent information regarding this RFP, including changes made to this document and questions/responses on this RFP, will be posted on the RTC's website:



<http://www.sccrtc.org/about/opportunities/rfp/>. It is the sole responsibility of the respondent to check the website for addenda to the RFP documents. Any questions, requests for clarification or exceptions to RFP requirements must be received by RTC no later than **12:00PM on Wednesday, June 14th, 2023** to guarantee response. Email questions or requests for clarification to: amarino@sccrtc.org. If required, the RTC will post a response to inquiries relating to this call for projects in the form of an addendum posted online by or before **Wednesday, June 21st, 2023** on the RTC website: <http://www.sccrtc.org/about/opportunities/rfp/>

Closing Date for RFP Responses Extension: By 12:00PM on July 7th, 2023 the RTC must receive one (1) electronic copy to the email address listed on the cover of this RFP. Proposal materials received after this time will not be considered. Do not make any reference to cost of services in the hard or electronic copies of the proposal.

Addenda to RFP: The RTC reserves the right to amend this RFP at any time up until the due date. Any amendments to or interpretations of the RFP shall be described in written addenda posted on the RTC website. All addenda issued shall become part of the RFP.

If the RTC determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the RTC determines will allow Proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

Project Budget:

The total funding available is \$114,103 for the 2023-2024 & 2024-2025 funding cycle. There is no federal funding on this project.

Method and Criteria for Selection

Scoring:

The RTC will screen applications based on the Eligibility Requirements and prioritize funding to providers that can demonstrate an ability to deliver trips within the shortest response times (time between trip request and passenger pick-up time). However, if there are no applicants who can provide such on-demand service, the RTC will accept applications from other providers so long as those providers' services do not follow a fixed-route or schedule.

Applicants will be score based on the point value given to their applications. The point value is derived from a rubric that reflects the questions asked in the application. There is opportunity for the RTC to contract with multiple Access Providers. If multiple Access Providers are chosen, application scores will be used to apportion funding. Applications



will be scored by 1 RTC staff member, a representative from of the RTC’s Elderly and Disabled Transportation Advisory Committee, and representatives from partner LAFA agencies.

Selection Process:

The RTC will establish a review committee to review the proposals. This review may be followed by an oral interview between a review committee and the entity(s) that respond(s) best to the call for project. Based on the recommendations of the review committee, RTC staff will issue a “Notice of Intent to Award” notice to all responders, indicating staff’s intent to negotiate with the specific firm considered to be the most qualified recipient or recipient team. In the first year, applicants must provide a narrative outlining how the Access Provider will demonstrate improvements in response times and WAV presence and availability, and how it will promote the service. In addition, the Access Providers shall provide estimates for the following metrics that are expected to result from the project they are requesting funding for:

- i. Expected number of WAVs in operation during the first year
- ii. Outline of planned outreach efforts to publicize and promote available WAV services to disability communities, which may include a list of partners from disability communities, how the partnership promoted WAV services, and marketing and promotional materials for those activities.

All data collected as part of the Access Provider application will be used as a baseline for future years of the Access for All Program Administration.



The evaluations will be based upon the following criteria:

1	<u>Access Provider Response Time:</u> How prompt and reliable is the proposed Access Providers on-demand WAV transportation? How close to 24 hours or less is the Access Provider able to guarantee trip requests and fulfillment? How flexible is the proposed Access Providers route and schedule for the on-demand WAV transportation?	10 points
2	<u>Ability to Improve Response Times:</u> How much is the proposed Access Provider able to improve response times for WAV service compared to the previous year and/or compared to the status quo for response times in the region? Response time is defined as the time between the request of a WAV ride and when the vehicle arrived.	5 points
3	<u>Presence and Availability of WAVs within the Geographic Area:</u> Can the Access Provider improve the presence or number, availability, and quality of WAVs within the geographic area compared to the previous year and/or status quo? Presence and availability refer to the number of WAVs in operations by quarter aggregated by hour of the day and day of the week.	5 points
4	<u>Public Outreach:</u> Can the Access Provider identify efforts that the Access Provider has made to publicize and promote accessible transportation within disability communities? Examples may include: a list of partners from disability communities, how the partnership promoted WAV services, and marketing or promotional materials of those activities (e.g., social media, website, in-person events).	10 points
5	<u>Certification:</u> Has the Access Provider proven that they are an eligible carrier given the CPUC requirements outlined and required in the declaration of safety form? Do drivers participate in regular safety trainings along a wide range of safety topics and are trained regularly?	10 points
6	<u>Data Response times:</u> The proposed Access Provider has shown through references that all required program data will be delivered promptly (within 30 days of each quarter) and correctly if chosen as the recipient of funds.	10 points
7	<u>Complaints:</u> Applicants have a low number of complaints, and complaints are not serious in nature; the complaints do not reflect lack of proper training, poor responses to problems or negligence on the part of WAV drivers or providers.	10 points

Total of 60 points



Following review of Proposals, the evaluation committee may conduct interviews if needed with respondents or develop a short list of contractors to interview in order to make a final selection leading to negotiations for a contract for professional services.

Authority to Commit RTC: Based on the findings of the evaluation committee, the RTC Contract Manager and the Executive Director of the RTC may recommend to the RTC Commission that one or more contractors be selected to perform the work.

The contract will be awarded to the firm that presents the Proposal that in the opinion of the RTC Commission is the most advantageous to the RTC, based on the evaluation criteria. Upon approval by the RTC Commission, the Executive Director will be authorized to enter into an agreement with the selected contractors. The RTC may accept or reject any and all proposals and waive any and all formalities and irregularities at any stage of the evaluation as it may deem to be in the best interest of the RTC.

Selection Disputes

Respondents not selected for interview or contract award will be informed by mail and/or email. Upon request, the RTC will offer a debriefing to respondents who were not selected, at a mutually agreeable time after award of the contract.

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or may object to the selection of a particular contractors on the grounds that RTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied. Any objection must be submitted in writing to the RTC Contract Manager and must include an explanation of the basis for the objection:

1. No later than 4:00 pm on the fifth business day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 pm on the fifth business day after the date the proposer is notified that its Proposal was found to be non-responsive or did not meet the minimum qualifications; or
3. No later than 4:00 pm on the fifth business day after the date on which a proposer is notified that it was not recommended for selection, or that another proposer is recommended for selection for objections to contractors selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the RTC authorizes the award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail. The RTC Contract Manager will respond to the objection in writing within thirty days. No contract to a contractors shall be executed until the



expiration of the objection period or, if an objection is filed, the issuance of a written response to the protest by the RTC Contract Manager.

The proposer may appeal the decision of the RTC Contract Manager by filing a written appeal with the RTC Executive Director, no less than three (3) working days after receipt of the written response from the RTC Contract Manager. The Executive Director’s decision will be final.

Contractor Selection Timetable

The RTC intends to adhere to the following timeline, but it is subject to change at the discretion of the RTC. All times shown are in Pacific Time.

Call for Projects Advertised/Issued	February 21, 2023
Questions, Comments, Requests for Clarification Due	12:00 PM PST on June 14 th , 2023
RTC Posts Responses to Questions, Comments, Requests for Clarification	June 21 st , 2023
Call for Projects Due Date Extension	12:00 PM PST on July 7th, 2023
Contract Award (Pending RTC Board Approval)	August 1 st , 2023
Contract Period	September 1 st , 2023 to June 30 th , 2025

General Conditions

Respondent’s Proposal Preparation Expenses: Respondents are solely responsible for their own expenses in preparing and submitting a response to this RFP as well as for subsequent interviews and contract negotiations with the RTC. The RTC will not be liable to any respondent for any costs or damages incurred by the respondent in preparing the RFP response, loss of anticipated profit, or for any other claim.

Ownership of RFP Responses: All documents, including specific RFP responses, submitted to the RTC become the property of the RTC. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), except that the RTC may withhold from disclosure clearly marked confidential trade secret information contained in any proposal, and proposer’s submission of information so marked shall constitute its agreement to defend and indemnify the RTC from any claim or liability for nondisclosure thereof. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.





Collection and Use of Personal Information: Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable for the collection and dissemination of personal information, including resumes and other personal information concerning respondent employees and employees of any proposed subcontractors/subconsultants.

Non-Commitment of RTC: This RFP is not an agreement to purchase or contract for services. The RTC reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal they consider most favorable to the RTC's interests in their sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. The RTC reserves the right, in its sole discretion, not to enter into a contract as a result of this RFP. The RTC further reserves the right to reject all proposals and seek new proposals when the RTC considers such procedure to be in their best interests. All responses will be assessed in light of the needs described in this RFP, including the Scope of Services. The RTC is under no obligation to receive further information, written or oral, from any respondent. Any award will be to the contractor(s) whose Proposal is, in the sole judgment of the RTC board on the basis of the evaluation criteria herein, most advantageous to RTC.

Changes to Proposals Prior to Closing Date: Any proposals received prior to the due date and time specified above may be modified by written request of the proposer. Any modification must be received by the proposal due date and time specified in this RFP. After that date, no additional wording or comments will be added to the response unless requested by the RTC for purposes of clarification.

Modification of RFP Terms: The RTC reserves the right to modify the terms of this RFP at any time, and may cancel this RFP or further review of responses at any time without entering into a contract. It is the sole responsibility of prospective and actual respondent to check for modifications of and additional information pertaining to the RFP on the RTC website: <http://www.sccrtc.org/about/opportunities/rfp/>.

Notification of Further RFP Respondent Review and Interview Not Binding: A respondent may withdraw from consideration at any time by notifying the RTC in writing, by phone, or by email. The RTC may, at its sole discretion, withdraw the name of a respondent for further review by notifying the respondent in writing, by phone or by email. Notice in writing, by email or by phone to a respondent that it has been identified as a candidate for further review and an interview will neither constitute a contract, nor give the respondent any legal or equitable rights or privileges relative to this RFP.

Contract: Any contract proposed with a selected respondent shall comply with all public contracting statutes applicable in the State of California. For your reference, a sample contract is enclosed as *Attachment B*.



Respondents shall be prepared to accept the terms and conditions of the Agreement provided herein as *Attachment B*, which include requirements for Compensation, Indemnity, and Insurance. If a Proposer desires to take exception to the above, Proposer shall provide Attachment C Form 2, identified as "Exceptions to the Agreement." The exceptions to the Agreement shall include the following:

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant exhibits.
2. Proposer shall include the reasons as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the RTC, at its sole discretion, to be unacceptable and no longer considered for award. Only the exceptions stated in the Proposal will be considered when negotiating the Agreement.

The RTC may accept the proposal or negotiate the terms and conditions of the Agreement with the highest-ranked firm. If mutual agreeable terms are not reached, the RTC reserves the right to terminate negotiations and may open negotiations with the next highest ranked firm. RTC further reserves the right to terminate negotiations at any point without obligation to contract for services with any firm. If a proposer wishes to recommend a change to any standard RTC contract provision, the provision and any proposed alternative language must be requested in writing prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change or exception is requested in writing, the contractor will be deemed to accept RTC's standard contract provisions. In addition, if the project will be funded by Federal funds, federal required contract provisions will be included in the RTC standard agreement.

Conflict of Interest: The prospective contractor shall demonstrate no conflicts of interest, and a commitment to avoid potential conflicts that might arise from work performed for others, past associations or pending relationships. Prospective contractor s shall disclose any financial, business, or other relationship with RTC that may have an impact upon the outcome of this contract or RTC construction projects. The prospective contractor shall also list current clients who may have a financial interest in the outcome of this contract or RTC projects that will follow. In particular, the prospective contractor shall disclose any financial interest or relationship with any construction company that might submit a bid on RTC projects.

Past and future contracts: Firms that have participated in past studies or other activities associated with the current RFP are not precluded from submitting proposals for this study. The firm selected to conduct the work under this RFP will not be precluded from conducting work on future projects by the RTC.



Local, State, and Federal Regulations: Any contract awarded under this request for proposals is expected to be funded in part by the State Transportation Improvement Program. The contractor must be able to meet requirements for contracts using local, state and/or federal transportation funds, and local, state and federal grant language will be incorporated into the contract, as applicable. This includes, but may not be limited to, applicable provisions set forth in the Caltrans *Local Assistance Procedures Manual (LAPM)* and the Caltrans Division of Transportation Planning: *Master Fund Transfer Agreement*.

The selected contractor (s) shall also have all state and local licenses required by applicable law for the performance of the services or any portion thereof.

Financial Management and Accounting System Requirements: Contracts shall not be awarded to a contractor without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Enclosed with this Request for Proposals:

- Attachment A: Program Application
- Attachment B. RTC Standard Agreement
- Attachment C. Form 2. Exceptions to the Agreement

Available on the RTC Website:

(<http://www.sccrtc.org/about/opportunities/rfp/>)

Project Information: [CPUC TNC - Access for All Program Access Provider Webpage](#)

Required Forms

- a. Program Application Form
- b. [Access for All Safety Protocol Declaration Form](#)
- c. Cost Proposal
- d. [Certification of Indirect Costs and Financial Management System](#)
- e. Form 1 California Levine Act Statement



Attachment A

Program Application Form

Project Contact:

Phone:

E-mail Address:

Project Title:

1. Please give a description of your proposed project.
2. What type of Wheelchair-Accessible Vehicle (WAV)-related expenses are you requesting for this project (refer to Appendix A: Eligible WAV Expenses)? A template can be downloaded [here](#).
3. How will your program improve the presence and availability of WAVs within Santa Cruz County? Provide an estimate of hourly number of available WAVs resulting from the proposed improvement compared to current availability.
4. How will your program improve response times for WAV service, as compared to the previous year and/or status quo in Santa Cruz County?
5. What is the estimated start date of this project?
6. What is the estimated end date of this project?
7. Without the grant funding, how many WAVs will you have in operation in Santa Cruz County from September 1, 2023, to June 30, 2025?
8. What efforts will you make to publicize and promote available WAV services to disability communities? Please provide an outline of planned outreach efforts to publicize and promote available WAV services to disability communities, which may include a list of partners from disability communities, how the partnership(s) will promote WAV services, and/or marketing and promotional materials.
9. Please download and complete the Access for All Safety Protocol Declaration Form linked [here](#).
10. What WAV driver training programs do you or your contracted drivers use? How many WAV drivers completed a WAV driver training program during the 2022 calendar year? A template can be downloaded [here](#).



11. Please provide the number of complaints received related to WAV drivers or WAV services during the 2022 calendar year, categorized as follows: securement issue, driving training, vehicle safety and comfort, service animal issue, stranded passenger, and other. A template can be downloaded [here](#).
12. Please provide the estimated income by source that will go towards this program, categorized by passenger revenue; other revenue; and total grants, donations, and subsidy from other agency funds. A template can be downloaded [here](#).
13. Please list estimated expenses for this program categorized by wages, salaries, and benefits; maintenance and repair; fuels; casualty and liability insurance; administrative and general expense; other expenses; contract services. A template can be downloaded [here](#).

Please provide the following information for the last four quarters (Q1=Jan 1-March 30, 2022, Q2 =April 1-June 30, 2022, Q3=July 1-Sept 30, 2022, Q4=Oct 1-Dec 31, 2022). If this information is unavailable or not applicable, please explain why it is unavailable or not applicable.

14. Number of WAVs in operation—by quarter and aggregated by hour of the day and day of the week. A template can be downloaded [here](#).
15. Number and percentage of wheelchair accessible trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver by quarter and aggregated by hour of the day and day of the week. For WAV trips completed, Access Providers shall have the option to demonstrate an increase in the number of trips completed or an increase in the percent of trips completed. A template can be downloaded [here](#).
 - The % of completed WAV trip requests in a geographic area shall be calculated as the total number of completed WAV trips divided by the total number of WAV requests for a given geographic area and quarter as follows:

$$\frac{\% \text{ Completed WAV Trip Requests} = \text{Total Completed Trips} / \text{Total Trip Requests}}$$
 - Applicants shall also report their WAV operating hours with the submission of the % of completed WAV trip requests.
16. Time elapsed from when a trip is requested until the trip is accepted for completed WAV trips in deciles by quarter (Period A). A template can be downloaded [here](#).



17. Time elapsed from when a trip is accepted until the vehicle arrives in deciles by quarter (Period B). A template can be downloaded [here](#).
18. Completed WAV trip request response times (Period A + B) in deciles by quarter. A template can be downloaded [here](#).
 - a. For example, the Access Provider shall report that 10 percent of all trip requests originating in a geographic area and quarter were fulfilled in X response time minutes, 20 percent were fulfilled in X response time minutes, etc. In addition, the Access Provider shall report that the Period A time was X minutes for 10 percent of completed trips, that the Period B time was X minutes for 10 percent of completed trips, etc.
19. The information requested in questions 2, 10, 11, and 14-18 shall be reported to the Local Access Fund Administrator within 30 days of each quarter. Please certify that you can provide this information on time and provide references for agencies to which you regularly provide reports in a timely manner.



Appendix A: Eligible WAV Expenses

Eligible WAV Expenses Adopted in D.20-03 007
Vehicle Costs
Lease/Rental/Purchase Costs
Rental Subsidies for Driver
Inspections
Maintenance, Service, & Warranty
Fuel Cost
Cleaning Supplies/Services
Other (Describe)
Partnership Costs
Transportation Service Partner Fees/Incentives and/or Management Fees
Vehicle Subsidies
Consultants/Legal
Other (Describe)
Marketplace Costs
Recruiting
Driver Onboarding
Training Costs
Driver Incentives
Promo Codes for WAV
Other (Describe)
Operational Costs
Marketing Costs
Technology Investments/Engineering Costs/Enhancements
Community Partnership/Engagement Costs
Rental Management
Pilot Management
Wages, Salaries, and Benefits (non-maintenance personnel)
Other (Describe)
Other (Describe)



Attachment B

**Contract between
Santa Cruz County Regional Transportation Commission
and <<CONTRACTOR NAME>>
for On-Demand and Demand Response Wheelchair Accessible
Vehicle Service within Santa Cruz County through
the Transportation Network Company Access for All Program**

This Agreement is made as of _____, ("Effective Date") by and between Santa Cruz County Regional Transportation Commission (hereafter "COMMISSION"), and <<CONTRACTOR NAME>>, (hereafter "CONTRACTOR").

WITNESSETH:

WHEREAS, Senate Bill 1376 (2018) designated the California Public Utilities Commission (CUCP) as the administrative agency for the Access for All Program; and

WHEREAS, the COMMISSION serves as the Local Access Fund Administrator for the Transportation Network Company Access for All Program to administer a funding program for local Access Providers for on-demand and demand response wheelchair accessible vehicle (WAV) transportation services; and

WHEREAS, the COMMISSION released a call for projects for Access Providers in February 2023; and

WHEREAS, a review committee made up of one representative from each COMMISSION employee, a representative from of the COMMISSION'S Elderly and Disabled Transportation Advisory Committee, and representatives from partner LAFA agencies. evaluated proposals received, and unanimously recommended award of the contract to <<CONTRACTOR NAME>>; and

WHEREAS, CONTRACTOR represents to the COMMISSION that it is a <<CONTRACTOR NAME>> composed of highly trained professionals and is fully qualified to operate the services described above; and

WHEREAS, the parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services and have reduced such terms to writing.

NOW, THEREFORE, the parties agree as follows:



Agreement No. TPXXXX

1. **DUTIES.**

- A. CONTRACTOR agrees to exercise special skill to accomplish the following results: **SCOPE OF SERVICES IS TO BE DETERMINED**, which by this reference is incorporated herein.
- B. The CONTRACTOR warrants that the CONTRACTOR and its agents, subcontractors, and employees performing work hereunder are specially trained, experienced, competent and appropriately licensed to perform the work and deliver the services required by this AGREEMENT.
- C. The CONTRACTOR, its agents, subcontractors and employees, shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- D. The CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this CONTRACTOR, except as otherwise provided herein. The CONTRACTOR shall not use COMMISSION premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
- E. The CONTRACTOR'S Project Manager shall be the person specified in Exhibit B. Cost Proposal. If CONTRACTOR desires to change the project manager, CONTRACTOR shall get written approval from COMMISSION Contract Manager of the new project manager.
- F. The CONTRACTOR'S Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the AGREEMENT.

2. **COMPENSATION**

COMMISSION shall pay CONTRACTOR quarterly, upon receipt of a valid invoice and reporting, as described in Section 3. Invoice and reporting should be sent by email to COMMISSION within 30 days of the end of the quarter for which payment is requested. Payment shall be made to CONTRACTOR as promptly as fiscal procedures will permit, generally within thirty (30) days receipt of a properly submitted quarterly invoice and reporting.



- A. Disbursements shall be made to CONTRACTOR on the basis of services rendered and costs incurred to date, itemized in quarterly invoice. Eligible expenses include those listed in Attachment A. of RFP2167 Cost Proposal and Fees.
- B. The total amount payable by COMMISSION to CONTRACTOR pursuant to this AGREEMENT shall not exceed \$114,103.
- C. The payments prescribed herein shall constitute all compensation to CONTRACTOR for all costs of services, including, but not limited to, direct costs of labor of employees engaged by CONTRACTOR, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of CONTRACTOR, its agents and employees. In no event shall COMMISSION be obligated to pay late fees or interest, whether or not such requirements are contained in CONTRACTOR'S invoice.
- D. Transportation and subsistence expenses shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration.
- E. No payment will be made prior to approval of any work, nor for any work performed prior to approval by the COMMISSION and execution of this AGREEMENT.
- F. Invoices shall be sent to the COMMISSION's Contract Manager at the following address:

Santa Cruz County Regional Transportation Commission
Attn: Amanda Marino, Transportation Planner
1101 Pacific Avenue, Suite 250, Santa Cruz, CA, 95060

And/or email to: amarino@sccrtc.org and
accountspayable@sccrtc.org

The invoices must include the following information:

1. Itemized expenses incurred during the billing period;
 2. Total invoice/payment requested;
 3. Total amount previously paid under this AGREEMENT; and
 4. Report of expenditures by CONTRACTOR and subcontractors.
- G. Transportation and subsistence expenses shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration.
 - H. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.



- 3. REPORTING.** Contractor shall submit quarterly reports within 30 days of the end of each quarter. The term of this contract spans nine quarters. Quarter 1 spans from July 1, 2023 to September 30, 2023, quarter 2 spans from October 1, 2023 to December 31, 2023, quarter 3 spans from January 1, 2024 to March 31, 2024, quarter 4 spans from April 1, 2024 to June 30, 2024, quarter 5 spans from July 1, 2024 to September 30, 2024, quarter 6 spans from July 1, 2024 to September 30, 2024, quarter 7 spans from October 1, 2024 to December 31, 2024, quarter 8 spans from January 1, 2025 to March 31, 2025, and quarter 9 spans from April 1, 2024 to June 30, 2025 . The reports shall include:
- A. **Number of unique wheelchair accessible vehicles (WAVs) in operation.** This information should be provided in an Excel document supplied to the Contractor by the COMMISSION. The number of unique wheelchair accessible vehicles in operation shall be provided by quarter and aggregated by hour of the day and day of the week. "In operation" is defined when a WAV: (a) is available to receive a trip request in that quarter/hour/day or (b) has accepted a trip request in that quarter/hour/day.
 - B. **Number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver.** This information should be provided in an Excel document supplied to the Contractor by the COMMISSION. The number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver shall be provided by quarter and aggregated by hour of the day and day of the week.
 - C. **Completed WAV trip request response times.** "Completed WAV trip" is defined as a WAV trip request that results in a passenger being dropped-off at the requested location. This information should be provided in an Excel document supplied to the Contractor by the COMMISSION. The completed WAV trip request response times shall be provided in deciles, as well as broken out by Period A (time elapsed from when a trip is requested until the trip is accepted) and B (time elapsed from when a trip is accepted until the vehicle arrives). Response time is the elapsed time between when a trip is requested and when the passenger is picked-up (Period A plus Period B). The Access Provider shall provide WAV trip response times in deciles, as well as Periods A and B in deciles, by quarter.
 - D. **Trip completion rate.** Contractor shall provide the COMMISSION the percentage of completed WAV trip requests in an Excel document supplied to the Contractor by the COMMISSION. Trip completion rate



is calculated by dividing total trips completed by total requested unique trips, multiplied by 100.

- E. **Evidence of outreach.** Contractor shall provide proof of their effort to publicize and promote available WAV services to disability communities, how the partnership promoted WAV services, and marketing or promotional materials of those activities. This information can be provided in the form of an Excel spreadsheet or a PDF.
- F. **Certification of driver training.** Contractor shall provide certification that all WAV drivers operating on its platform have completed driver training on transporting peoples with disabilities within the past three years, including sensitivity training, passenger assistance techniques, accessibility equipment use, door-to-door service, and safety procedures. This certification shall be provided in the form of a PDF.
- G. **Report of WAV driver training programs.** Contractor shall provide list of driver training programs completed and number of WAV drivers that completed each training in that quarter. The report of WAV driver training programs shall be submitted in an Excel spreadsheet.
- H. **Certification of inspection.** Contractor shall submit a certification in the form of a PDF that all WAVs operating on its platform have been inspected and approved to conform with the ADA Accessibility Guidelines for Transportation Vehicles within the past year. Title 49 Code of Federal Regulations, Chapter 38, Subpart B available at [Electronic Code of Federal Regulations \(eCFR\)](#)
- I. **Number of complaints.** Contractor shall provide the number of complaints received related to WAV driver or WAV services, categorized as follows: securement issues, driving training, vehicle safety and comfort, Service animal issue, stranded passenger, and others. This information shall be submitted in the form of an Excel spreadsheet provided by the COMMISSION.
- J. **Funds expended.** Contractor shall submit an Excel spreadsheet listing funds expended during the quarter, categorized by the types of costs listed in Eligible WAV Expenses (Attachment A, Appendix A, RFP2167).
- K. **Safety protocol declaration form.** Contractor shall certify under penalty of perjury to comply with safety protocols as listed in [PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA ACCESS FOR ALL SAFETY PROTOCOL DECLARATION FORM.](#)



4. **TERM OF AGREEMENT.** Unless earlier terminated as provided herein, this AGREEMENT shall remain in force until June 30, 2025.
5. **TERMINATION OF CONTRACT FOR CONVENIENCE OF EITHER PARTY.** Either party may terminate this AGREEMENT at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of the transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work satisfactorily completed in accordance with this AGREEMENT prior to the effective dates of such termination.
6. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause within its control CONTRACTOR fails to fulfill in a timely and professional manner its obligations under this AGREEMENT, or if CONTRACTOR violates any of the terms or provisions of this AGREEMENT, COMMISSION shall have the right to terminate this AGREEMENT effective immediately upon COMMISSION giving written notice thereof to the CONTRACTOR. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work completed satisfactorily in accordance with this AGREEMENT prior to the effective date of such termination.
7. **NON-ASSIGNMENT OF CONTRACT.** Inasmuch as this AGREEMENT is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR shall not assign, transfer, delegate, or sublet this AGREEMENT or any interest herein with the exception of that outlined in the CONTRACTOR'S proposal without the prior written consent of the COMMISSION Executive Director, and any such assignment, transfer, delegation, or sublet without COMMISSION'S prior written consent shall be considered null and void.
8. **GOVERNING LAW.** The validity, enforceability and interpretation of any of the clauses of this AGREEMENT shall be determined and governed by the laws of the State of California.
9. **SEVERABILITY.** The invalidity and unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions of this AGREEMENT.
10. **EMPLOYMENT STATUS.** CONTRACTOR shall, during the entire term of the AGREEMENT, be construed to be an Independent CONTRACTOR, and shall in no event be construed to be an employee of COMMISSION. CONTRACTOR understands and agrees that neither CONTRACTOR nor its employees will be eligible for membership in or any benefits from any COMMISSION group plan for hospital, surgical, or medical insurance, or



for membership in any COMMISSION retirement program, including any pension or PERS benefit, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a COMMISSION employee.

11. WARRANTY OF CONTRACTOR. CONTRACTOR warrants that it and its employees are properly certified and licensed under the laws and regulations of the State of California to provide the services agreed to herein.

12. INDEMNIFICATION FOR DAMAGES, TAXES, AND CONTRIBUTIONS. To the fullest extent permitted by law, CONTRACTOR shall exonerate, indemnify, defend, protect, and hold harmless the COMMISSION, its governing body, officers, officials, agents, employees and volunteers from and against:

- A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this AGREEMENT due to the recklessness, willful misconduct or negligent acts, errors, or omissions of the CONTRACTOR, its officers, subcontractors, employees, volunteers, or agents. The CONTRACTOR will reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due to recklessness, willful misconduct or to negligent acts, errors, or omissions of the CONTRACTOR, its officers, subcontractors, employees, volunteers, or agents.
- B. Any and all federal, State and local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, subcontractors employees, volunteers, and agents engaged in the performance of this AGREEMENT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).
- C. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this AGREEMENT is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of COMMISSION, CONTRACTOR shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION.



D. The provisions of this section shall survive expiration, termination, or suspension of this AGREEMENT.

13. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party shall have any claim or right against the other, whether in AGREEMENT, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as, but not limited to, loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

14. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this CONTRACT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. Types of Insurance and Minimum Limits

1. Workers' Compensation in the minimum statutorily required coverage amounts.
2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this CONTRACT, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of two million dollars (\$2,000,000) per occurrence, and \$4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COMMISSION requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Policy should include coverage for completed operations for 10 years or the term



matching statute of limitations. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMISSION. CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this AGREEMENT.

Other Insurance Provisions

1. If any insurance coverage required in this AGREEMENT is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the effective date of this AGREEMENT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this AGREEMENT (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. The COMMISSION will not be responsible for any premiums or assessments on the policy.
2. All policies of Commercial General Liability Insurance shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.
3. Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for non-payment of premium) of cancellation of such policy to the COMMISSION as a material term of this AGREEMENT.
4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this AGREEMENT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least thirty days



(30) days in advance of the effective date of such cancellation or material change, or non-renewal. Insurance shall not be canceled until after ten (10) days prior written notice in the event of nonpayment of premium. Failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent via email to:

Santa Cruz County Regional Transportation Commission
Attn: Contracts
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
contracts@sccrtc.org

5. The CONTRACTOR agrees that the insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, the CONTRACTOR agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the COMMISSION. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COMMISSION may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.
6. If any insurance policy of CONTRACTOR required by this document includes language conditioning the insurer's legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONTRACTOR and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.
7. CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured.



8. CONTRACTOR hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COMMISSION has received a waiver of subrogation endorsement from the insurer.
9. CONTRACTOR shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this CONTRACT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 15. NOTICES.** All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed or emailing with delivery receipt requested as follows:

COMMISSION:

Santa Cruz County Regional Transportation Commission
Amanda Marino, Transportation Planner
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060
amarino@sccrtc.org

CONTRACTOR:

Contractor Name
Contractor Signatory
Full Address
Email Address

16. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.

- A. The CONTRACTOR'S signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Government Code 12990 et seq. and 2 CCR 8103. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. During the performance of this AGREEMENT, the CONTRACTOR and its subcontractors shall not deny the AGREEMENT benefits to any



person on the basis of race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS status), mental disability, medical condition (e.g., cancer), genetic information, marital status, gender, gender identity, gender expression, age, sexual orientation, military, or veteran status. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- C. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government. Code §12990 et seq.) and the applicable regulations promulgated thereunder (.2 CCR 11000et seq.), the provisions of Government Code section 11135 to 11139.5, and the regulations of standards adopted by the COMMISSION to implement such article.
- D. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other AGREEMENT.
- E. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- F. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- G. CONTRACTOR and its subcontractors shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency



of the State of California designated by State to investigate compliance with this Article.

- H. In the event of CONTRACTOR'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, the COMMISSION may cancel, terminate or suspend the AGREEMENT in whole or in part. CONTRACTOR may also be declared ineligible for further agreements with the COMMISSION.

17. DOCUMENTATION; RETENTION OF MATERIALS

- A. CONTRACTOR shall maintain adequate documentation to substantiate all charges as required under Section 2 of this AGREEMENT.
- B. CONTRACTOR shall maintain the records and any other records related to the performance of this AGREEMENT and shall allow COMMISSION access to such records during the performance of this AGREEMENT and for a period of three (3) years after completion of all services hereunder.

18. COMPLIANCE WITH LAWS. CONTRACTOR shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA").

19. COMPLIANCE WITH TERMS OF FEDERAL OR STATE GRANT. If any part of this AGREEMENT has been or will be funded pursuant to a grant from the federal or State government in which COMMISSION is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR'S work hereunder and said provisions shall be deemed a part of this AGREEMENT as though fully set forth herein.

20. CONFLICT OF INTEREST.

- A. CONTRACTOR shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this AGREEMENT, or any ensuing COMMISSION project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing COMMISSION project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.



21. OWNERSHIP AND USE OF PROPERTY RIGHTS. Unless otherwise expressly provided herein, all original works created by CONTRACTOR for COMMISSION hereunder shall be and remain the property of COMMISSION. CONTRACTOR agrees that any patentable or copyrightable property rights, to the extent created for COMMISSION as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose. COMMISSION agrees to hold CONTRACTOR harmless from all damages, claims, expenses, and losses arising out of any COMMISSION member reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this AGREEMENT, unless written authorization of CONTRACTOR is first obtained.

22. ACCESSIBILITY REQUIREMENTS. COMMISSION requires that all COMMISSION telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. CONTRACTOR shall provide all electronic, telecommunication, and information technology products and services to be provided under this AGREEMENT in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

23. COMPLETE AGREEMENT.

- A. The two parties to this AGREEMENT, who are the before named CONTRACTOR and the before named COMMISSION, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.
- B. COMMISSION DESIGNEE. The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this AGREEMENT subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This AGREEMENT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the AGREEMENT between COMMISSION and CONTRACTOR, and



supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONTRACTOR 'S performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver for any future performance of such term(s) or conditions.

Attachments are:

Exhibit A Cost Proposal

Exhibit B Project Schedule

Exhibit C [Certification of Indirect Costs and Financial Management System](#)

Exhibit D Levine Act Statement

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this AGREEMENT and that such execution is binding upon the entity for which he or she is executing this document.



SIGNATURE PAGE

Agreement No. TPXXXX

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR:

2. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION:

By _____
Name
Title

By _____
Guy Preston
Executive Director

Date _____

Date _____

Firm Name
Address
City, State, Zip
Telephone
Email

3. APPROVED AS TO FORM:

4. APPROVED AS TO INSURANCE:

By _____
Steve Mattas
RTC Counsel

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Date _____

Distribution: RTC Contract Manager, RTC Contracts, CONTRACTOR

Attachment C

Form 2: Exceptions to the Contract

This form shall include any exceptions the Respondent takes to the "RTC Standard Contract" included as *Attachment B* of this RFP which includes compensation, invoicing, payment, indemnity, and insurance requirements. If proposer takes no exceptions, state "*Proposer takes no exceptions to the RFP2167 and RTC Standard Contract requirements.*"

