

March 2014

The Mendocino Transit Authority
Request for Proposals
“Countywide Transit Ridership Survey”

MISSION STATEMENT

“To provide, safe, courteous, reliable, affordable, and carbon-neutral transportation service.”

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March 17, 2014



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I. BACKGROUND

The Mendocino Transit Authority (MTA) is the public transit provider in Mendocino County located approximately 120 miles north of San Francisco. MTA was formed in 1976 under a joint powers agreement between the four cities in Mendocino County, Fort Bragg, Point Arena, Willits and Ukiah, and the County of Mendocino.

MTA's service area encompasses about 2800 square miles and provides a diverse system of long distance, commute and local fixed routes, plus two Dial-a-Rides and one flex route. MTA serves a population of nearly 90,000; our vehicles travel more than 702,695 miles per year.

Currently, MTA operates nine fixed routes, connecting the Mendocino Coast, the inland valleys, towns, and communities to Ukiah, the County seat and largest of the four cities. Two routes connect most of Mendocino County with the city of Santa Rosa in Sonoma County. Here, passengers can make easy daily connections for travel to the Bay Area and beyond. MTA also operates Dial-A-Ride (door to door) service in the cities of Fort Bragg, and Ukiah.

Additionally, MTA funds specialized transportation (door through door) for seniors and persons with disabilities through contracts with five of the senior centers located in the County.

In FY 2012/13, MTA services carried 374,554 passengers in 42 revenue vehicles, ranging from minivans to 40 foot buses. Through the same period, fare revenue was \$542,617 and total operating costs were about \$3.5 million for 41,401 revenue service hours.

II. PROJECT DESCRIPTION

To conduct a county-wide ridership survey of Mendocino Transit Authority's (MTA) fixed route services, intra-community services, inter-city routes, and the two MTA Dial-A-Ride services to determine current ridership demographics, usage habits, trip characteristics, and customer satisfaction. In addition to the county-wide passenger survey, a telephone survey (both land-line and cell phone) will be conducted to determine how aware non-users are about MTA; where the bus goes, how to get information, and the services offered. As the economy is improving and with the anticipated increase in TDA funds, MTA could, for the first time since 2008, have the resources to implement new service in FY 2014/15. Information gathered through the surveys will assist MTA in determining what new services will best meet the needs of the community with any additional funds that may be available.

OVERALL PROJECT OBJECTIVES:

- Data from both surveys (passenger and non-users) will assist MTA in setting reasonable ridership goals, and in better responding to customers' needs.
- Data from non-users survey will provide information on awareness levels of non-riders about MTA's services; and provide information on how to improve MTA's communication with the community.
- Data from non-users survey will identify the main reasons that non-riders do not currently use MTA and how MTA can remove those barriers.
- Data from non-users survey will identify future improvements needed to encourage non-riders to use MTA services.
- Data from both surveys will be used to update MTA's current marketing plan
- To gain an understanding of non-riders' demographics, travel preferences, and media use, for improving service planning, marketing and public outreach.

III. SCOPE OF WORK

1. Project Initiation

Task 1.1 Project Kick-off Meeting

- MTA will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations of all relevant project information and requirements. Meeting summary will be documented.
- **Responsible Party: MTA**

Task 1.2 RFP for Consultant Services

- Complete an RFP process using proper procurement procedures.
- **Responsible Party: MTA**

Task 1.3 Conduct Kick-off Meeting with Consulting Team

- MTA staff will meet with the consulting team to set the project schedule, and determine roles and responsibilities.
- **Responsible Party: MTA/Consultant**

Task 1.4 Staff Coordination

- On-going project meetings with consultants to ensure project remains on time and within budget.
- **Responsible Party: MTA/Consultant**

Task	Deliverable
1.1	<i>Meeting Notes</i>
1.2	<i>Copy of Procurement Procedures; RFP; Executed Consultant Contract</i>
1.3	<i>Meeting Notes</i>
1.4	<i>Meeting Notes</i>

2. Identify Existing Conditions

Task 2.1 Gather existing conditions and background data from former passenger and non-user surveys.

- **Responsible Party: MTA/Consultants**

Task 2.2 Provide consulting team with pertinent documentation. Prepare Existing Conditions Report.

- **Responsible Party: MTA/Consultants**

Task	Deliverable
2.1	<i>List of Compiled Data</i>
2.2	<i>Existing Conditions Report</i>

3. Conduct Surveys

Task 3.1 Draft On-Board Survey and Non-User Survey Instruments

- Using the prior on-board survey as a template, consultant will draft on-board survey in English and Spanish for all MTA fixed routes and Dial-A-Ride services.
- Using the 2002 non-user survey as a template, the consultant will draft a non-user telephone (land line and cell phone) survey in English and Spanish, of Mendocino County residents.
- **Responsible Party: Consultants**

Task 3.2 Recruit and Train Temporary Help to Conduct On-Board and Non-User Surveys

- Consultant will utilize a local temporary employment firm to provide the man-power to conduct the surveys and will also train the workers how to professionally conduct the surveys
- Consultant will utilize a professional telemarketing firm to conduct the non-user surveys in both English and Spanish, and efforts will be made to reach out for participation of stakeholders in diverse communities in Mendocino County.
- **Responsible Party: Consultants**

Task 3.3 Conduct On-Board and Non- User Surveys

- Conduct on-board surveys once in May before school is out, and then again in early July or August before school is in session.
- Conduct random non-user survey and post survey on MTA's web page.
- **Responsible Party: Consultants**

Task	Deliverable
3.1	<i>On-Board and Non-User Survey Instruments</i>
3.2	<i>Training Materials</i>
3.3	<i>Survey Results</i>

4. Draft Report and Database

Task 4.1 Survey Database & Draft Report

- Develop database from survey results.
- Prepare Draft Report. Report will include a passenger profile for all services and non-user residents. Report will also include an analysis of potential markets and strategies to reach those markets.
- Present Draft Report at MTA Board meeting and solicit Board and public input on Draft report.
- **Responsible Party: Consultant**

Task 4.2 Final Report

- Prepare Final Report, incorporating final changes based on Board and public input, as needed.
- **Responsible Party: Consultant**

Task	Deliverable
4.1	<i>Survey Database and Draft Report; MTA Meeting Agenda & Minutes</i>
4.2	<i>Final Report</i>

5. Fiscal Management

Task 5.1 Invoicing

- Submit complete invoice packages to Caltrans District and MCOG staff based on milestone completion quarterly
- **Responsible Party: MTA**

Task 5.2 Quarterly Reports

- Submit quarterly reports to Caltrans District and MCOG staff providing summary of project progress and grant/local match expenditures

- **Responsible Party: MTA**

Task	Deliverable
5.1	<i>Invoice Packages</i>
5.2	<i>Quarterly Reports</i>

B. Deliverables

The consultant will be responsible for the “Deliverables” listed under each specific task Above, for which the Consultant is listed as the responsible party.

A total of **5 copies** of the Draft Plan and **20 copies** of the Final Plan shall be provided to the Mendocino Transit Authority. In addition, an electronic copy of the Draft and Final Plans shall be provided on a CD (in “Word” format) to the Mendocino Transit Authority.

IV. PROPOSAL REQUIREMENTS

A. Content

Each technical proposal shall contain as a minimum:

1. Identification of Prospective Contractor

The proposal shall include the name of the firm submitting the proposal, its mailing address, telephone number, e-mail address, and the name of an individual to contact if further information is desired.

2. Management

The prospective contractor shall designate by name the project manager to be assigned to this project. The selected contractor shall not cause the substitution of the project manager without prior written approval of the Mendocino Transit Authority.

3. Personnel

The prospective contractor shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a resume' for each professional, a statement indicating how many hours (estimated) each professional will be assigned to the contract and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior written approval of the Mendocino Transit Authority

4. References

The prospective contractor shall provide names, addresses and telephone numbers for at least three clients for whom the prospective contractor has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

5. Subcontractors

If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal. Consultant mark-up on sub-consultant costs is not allowed under this grant program.

6. Methodology

The prospective contractor shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed.

Note: Proposers' responses to the required tasks outlined in this RFP must be specifically numbered the same as in this RFP. If the responsible party for a certain task (i.e. Tasks 1.1, 1.2, 5.1 and 5.2) is not the consultant, then that should be noted to maintain the required numbering. If additional tasks are proposed, they should be numbered as sub-tasks under the appropriate existing task. *(The reason for this task numbering requirement is that staff has found, when invoicing Caltrans grant projects, problems are minimized when the invoiced tasks match the task numbers in the approved grant.)*

7. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall also identify all meetings, progress reports, deliverables, and the estimated staffing and hours to accomplish each task and deliverable.

8. Budget

The prospective contractor shall prepare a detailed budget, by task, for the work to be performed. The budget shall itemize all items that will be charged to the project. Do not include consultant funding in tasks where consultant is not listed as a responsible party (i.e. Task 1.1, 1.2, 5.1 and 5.2)

Costs shall be shown to reflect fully-weighted hourly billing rates for all personnel; however, the methodology for calculating the fully weighted rates must be shown (e.g. overhead rate, fringe, etc.). Consultant mark-up on direct costs is not allowed under this grant program. Reimbursement for travel-related direct costs (hotels, meals, etc.) is limited to approved State rates which may be found on the Caltrans website:

(http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm). When invoicing, receipts are required for all direct costs, other than fully-weighted personnel costs.

If subcontractors are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime contractor.

9. Signature

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: name, title, address, telephone number, and e-mail address of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

V. CONTRACTOR AWARD

A. Proposal Review

Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section IV. Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal.

The Mendocino Transit Authority may reject any proposal if it is conditional, incomplete, or contains irregularities. The Mendocino Transit Authority may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements, and will determine whether interviews will be needed. MTA reserves the right to select a consultant based solely on written proposals. Evaluation will be based on proposer's understanding of work scope requirements (including knowledge of local conditions), responsiveness and comprehensiveness of the RFP response, qualifications of individuals or firm, successful experience and performance with similar projects, and proposal contents and methodology. Scoring will be as follows:

Responsiveness & Comprehensiveness of Proposal	(10 points maximum)
Qualifications of Individual or Firm	(20 points maximum)
Experience/Performance	(35 points maximum)
<u>Proposal Contents & Methodology</u>	<u>(35 points maximum)</u>
Total Points Possible	(100 points maximum)

C. Contract Award

A contract will be negotiated with the individual or firm determined in the proposal evaluation process to be best suited to perform this project. If a contract cannot be negotiated with the individual or firm submitting the highest rated proposal which is in the best interests of the Mendocino Transit Authority, then staff will terminate negotiations with that firm and commence the negotiation process with the firm submitting the second highest rated proposal. The contract will include all State and/or Federal requirements that "flow down" from the Caltrans grant. A sample contract is attached as Attachment A

VI. GENERAL INFORMATION

A. Proposal Submittal

Proposals must be received by no later than **5:00 p.m. on Friday, April 18, 2014**. Five (5) copies of the proposal shall be furnished. Proposals may be either mailed or hand delivered to:

Dan Baxter, General Manager
Mendocino Transit Authority
241 Plant Road
Ukiah, CA 95482

B. Late Submittals

A proposal is late if received at any time after **5:00 p.m. on Friday, April 18, 2014**. Postmarks will not suffice. Proposals received after the specified time will not be considered and will be returned to the proposer.

C. Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the proposer. To be considered, however, any modified proposal must be received by the date and time specified above.

D. Schedule

The tentative schedule of activities related to this Request for Proposals is as follows:

<u>Activity</u>	<u>Date</u>
RFP Mail-out	March 17, 2014
Proposal Submittal Deadline	April 18, 2014 - 5:00 p.m.
Review/Ranking of Proposals	April 23 – April 25, 2014
Interviews (if needed)	April 28 – April 29, 2014
Contractor Selection & Contract Award	April 30, 2014
Project Starting Date - Notice to Proceed	May 5, 2014
Final Report Due	February 26, 2015
Presentation to MTA	February 26, 2015

E. Property Rights

Proposals received within the prescribed deadline become the property of the Mendocino Transit Authority and all rights to the contents therein become those of the MTA.

F. Amendments to Request for Proposals

The Mendocino Transit Authority reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

G. Funding

Funding for this project is provided through Federal Sec. 5304 grant funds through Caltrans and local in-kind matching funds in MCOG's FY 2013/14 Transportation Planning Work Program (Work Element 25). A total of **\$60,000** is expected to be available for the consultant portion of this project.

H. Non-commitment of the Mendocino Transit Authority

This Request for Proposals does not commit the Mendocino Transit Authority to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. The Mendocino Transit Authority reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of the agency to do so.

I. Public Domain

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

J. Questions

Questions regarding this Request for Proposals will be received by e-mail, FAX, telephone, or in writing. Written questions should include the individual's name, the name of the firm, address, telephone number, and e-mail address.

Questions should be directed to:

Glenna Blake, Marketing and Planning Manager
Project Manager
Mendocino Transit Authority
241 Plant Road
Ukiah, CA 95482
Telephone (707) 234.6447; FAX (707) 462.1760
E-mail: glenna@4mta.org

K. Affirmative Action

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the Mendocino Transit Authority

L. MCOG Acknowledgment

The following acknowledgment of participation must appear on the cover or title page of the Final Report for this study: "The preparation of this report was programmed through the Mendocino Council of Governments' FY 2013/14 Transportation Planning Work Program and funded with Federal Section 5304 grant funds and local "in-kind" funds."

AGREEMENT FOR PROFESSIONAL SERVICES

Title of Grant

THIS AGREEMENT made and entered into this first day of 2014, in Ukiah, California, by and between the **MENDOCINO TRANSIT AUTHORITY**, a Joint Powers Agency, hereafter referred to as "MTA", and (name of selected firm), hereafter referred to as "Contractor".

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. **DOCUMENTS INCLUDED.** This agreement includes the following documents, which are incorporated herein by this reference, and supersedes any conflicting provisions within them:

- a. Request for Proposals for this project, dated March 17, 2014
- b. Proposal of (selected firm), dated
- c. Exhibit A: Scope of Work, Schedule and Price.

2. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform those services described in the Scope of Work, on the Schedule provided therein, which are hereby incorporated and attached hereto as Exhibit A.

All services performed by Contractor shall be in a manner that is compatible with the professional and technical standards of the disciplines involved. The final product must be written in a manner satisfactory to the MTA Board of Directors.

3. **TERM.** The term of this Agreement shall commence on 2014 and, unless otherwise terminated in accordance with Paragraph 14 of this Agreement, shall end on 2015. Extensions of the above term may be made only upon written authorization by the MTA. Time is of the essence and of the utmost importance in the performance of this Agreement.

4. **COMPENSATION.** MTA shall pay to Contractor the total sum not to exceed _____ for services contractor is to perform under this Agreement. The Budget shown in Exhibit A sets forth the agreed cost of the work by task.

Contractor shall submit an itemized billing statement to the MTA

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General Manager no more often than every thirty (30) days. The billing statement shall specify the hours and cost of work completed, during the period covered, for each task, and shall include a progress report, showing what was completed, and any problems or delays encountered. The billed amount shall be reduced by a ten percent retention.

Consultant "mark-up" of direct expenses or of subcontractor invoices are not allowable (unless **Consultant** can support that the mark-up is an actual incurred cost exclusive of the overhead rate), therefore **MTA** will not pay **Consultant** for any such increases to actual costs incurred.

Travel and Per Diem Reimbursement. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to **MTA, Contractor** or its subcontractors at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process. For more information, refer to:
<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

The MTA General Manager shall review the billings and may approve them for payment or adjust them after consultation with Contractor. A sum equal to ten percent of the approved billing shall be withheld until delivery and acceptance of the final product. The MTA shall pay approved contractor billings within fifteen (15) days of receipt.

5. **COMPLIANCE.** Contractor, in the conduct of the services contemplated hereunder, shall comply with all statues, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Mendocino.

6. **INDEPENDENT CONTRACTOR.** Contractor is not an employee of MTA and is not entitled to any of the rights, benefits or privileges of MTA employees including, but not limited to, medical or Workers Compensation insurance. The parties intend to and have entered into a bonafide independent contract and nothing herein is a subterfuge to avoid making the Contractor an employee of the MTA. Contractor shall have control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the MTA to insure that results contracted for are achieved per plans and specifications

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provided to the Contractor. Contractor expressly warrants and agrees that it will exercise its own independent judgments in evaluating the accuracy and reliability of all data, technical reports and studies prepared by the MTA, its officers, agents, employees and subcontractors or prepared by any other person or entity not a party to this agreement.

7. **HOLD HARMLESS.** Contractor shall assume the defense of, and indemnify and save harmless, the MTA, its officers, and each and every employee and agent thereof from all suits, actions, damages, claims or losses to which the MTA may be subjected or put because of or arising out of Contractor's negligent performance under this Agreement. In providing the indemnification of MTA provided in this Agreement, Contractor agrees to provide for all costs of any necessary legal defense.

8. **WORKERS COMPENSATION INSURANCE.** Before beginning the work, the Contractor shall furnish to the MTA satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ directly or through subcontractors, in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

The Contractor shall sign and file with the MTA a Workers Compensation Certificate prior to performing any work.

9. **AUTOMOBILE LIABILITY, PROPERTY DAMAGE AND PERSONAL INJURY INSURANCE.** Contractor shall maintain in effect during the term of this Agreement such comprehensive automobile liability insurance, provided by companies licensed to furnish such insurance in the State of California, as shall protect the MTA, its officers, agents, and employees and the Contractor from claims which may arise from the Contractor's performance under this Agreement, whether such performance be by the Contractor or by its employees, subcontractors, consultants, agents, or anyone directly or indirectly employed by any of the foregoing. The liability insurance shall include, but not be limited to, protections against claims arising from bodily or personal injury or damage to property resulting from operations of the Contractor or by its employees, subcontractors, consultants, or anyone directly or indirectly employed by foregoing. The amount of insurance shall be not less than One Million Dollars (\$1,000,000)

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single limit coverage applying to bodily and personal injury and property damage, or a combination of both.

In addition, Contractor shall maintain in effect during the term of this Agreement at the Contractor's sole expense, such COMPREHENSIVE PUBLIC LIABILITY insurance provided by companies licensed to furnish such insurance in the State of California, to protect the MTA, its officers, agents, and employees and the Contractor from claims which may arise from the Contractor's performance under this Agreement, whether such performance be by the Contractor or by its employees, subcontractors, consultants, agents, or anyone directly or indirectly employed by any of the foregoing. The liability insurance shall include, but not be limited to, protection against claims arising from bodily or personal injury or damage to property resulting from Contractor's performance of services under this Agreement. The amount of insurance shall be not less than One Million Dollars (\$1,000,000) single limit coverage applying to bodily and personal injury and property damage, or a combination of both.

Such insurance shall include a provision or endorsement naming the MTA, its officers, agents and employees, as an additional insured with respect to liability arising out of the performance of any work or services to be performed by Contractor under this Agreement, and providing that such insurance is primary insurance with respect to the interests of the MTA, and that any other insurance maintained by the MTA is excess and not an alternative source or contributing insurance with insurance required here.

10. **CERTIFICATES OF INSURANCE.** Promptly upon execution of this Agreement, and prior to commencement of any work, Contractor shall provide the MTA with certificates of insurance required by Paragraphs 8 and 9 above. Approval of the insurance by the MTA shall not relieve or decrease the liability of the Contractor.

11. **FEDERAL REQUIREMENTS AND STATE REQUIREMENTS.**

a. **Disadvantaged Business Enterprise (DBE) Obligation.** It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement.

The recipient or its contractor agrees to ensure that DBEs have

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the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.

b. Title VI of the Civil Rights Act of 1964. The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

c. Equal Employment Opportunity. In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, 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.

d. Cost Principles. MTA and Contractor agree, and all subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. For more information, refer to:
<http://www.gpoaccess.gov/nara/index.html>.

e. Record Retention and Audits. MTA, Contractor and all subcontractors shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (**State**), the

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California State Auditor, and auditors representing the federal government. Copies will be made and furnished by **MTA** upon request, at no cost to **State**.

MTA, Contractor and all subcontractors shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

f. **Non-Discrimination.** In the performance of work under this Agreement, **MTA, Contractor** and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave. **MTA, Contractor** and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **MTA, Contractor** and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full. **MTA, Contractor** and its subcontractors shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement. **MTA, Contractor** and its subcontractors will 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 section.

12. FINANCIAL INTEREST. The Contractor covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that

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in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

13. **LIQUIDATED DAMAGES FOR DELAY.** It is agreed by the parties to this Agreement that time is of the essence and that in case all work is not completed before or upon the expiration of the time limit set forth herein, the MTA will sustain damages, the exact amount of which is and will be impractical to determine; and it therefore is agreed that the MTA will deduct from payments the sum of One Hundred Dollars (\$100) per day for each and every calendar day's delay caused by Contractor beyond the time prescribed in Exhibit A herein for completion of the Agreement. Delays caused by MTA, any other public agency, or any other contractor working for MTA and not Contractor, shall be computed to extend the time prescribed in Exhibit A.

14. **TERMINATION OF AGREEMENT BY MTA.**

a. If, through any cause, Contractor fails to fill its obligation under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, terms or provisions of this Agreement, the MTA may terminate this Agreement by giving seven (7) days written notice to Contractor of such termination. In the event of termination, all finished or unfinished documents, data, studies, and reports prepared by Contractor under this Agreement shall become the MTA's property; and Contractor shall deliver such documents to the MTA General Manager within two (2) business days from the date that this Agreement is terminated.

Contractor shall not be relieved of liability to MTA for damages sustained by MTA by virtue of any breach of the Agreement by Contractor, and MTA may withhold any payment to Contractor for the purpose of setoff until such time as the exact amount of damages due MTA from Contractor is determined.

b. MTA may terminate this Agreement in the absence of a default by Contractor by sending a written notice of termination to Contractor. If the Agreement is terminated by MTA as provided herein, Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually completed bears to the total work of Contractor covered by this Agreement, less payments of compensation previously made.

15. **NOTICE.** Whenever notice to a party is required by this Agreement, it shall be deemed given when deposited with proper address and postage in the U.S. Mail or when personally delivered

Mendocino Transit Authority

or FAXed as follows:

MTA: MENDOCINO TRANSIT AUTHORITY
241 Plant Road
Ukiah, California 95482
(707) 462-1760

Contractor: _____

IN WITNESS WHEREOF, the Mendocino Transit Authority and Contractor have executed this Agreement on the day and year first written above.

FOR
CONTRACTOR

FOR
MENDOCINO TRANSIT AUTHORITY

By: _____ by: _____
Dan Baxter,
General Manager