

## **AGENDA**

### **Transit Committee Meeting**

**November 9, 2023**

**9:00 AM**

**Location**

San Bernardino County Transportation Authority  
*First Floor Lobby Board Room*  
1170 W. 3rd Street, San Bernardino, CA 92410

### ***Transit Committee Membership***

**Chair**

Rick Denison, Mayor  
*Town of Yucca Valley*

Sylvia Rodriguez-Robles, Council Member  
*City of Grand Terrace*

**Vice Chair**

John Dutrey, Mayor  
*City of Montclair*

Larry McCallon, Mayor  
*City of Highland*

Eunice Ulloa, Mayor  
*City of Chino*

Alan Wapner, Council Member  
*City of Ontario*

Ray Marquez, Council Member  
*City of Chino Hills*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Frank Navarro, Mayor  
*City of Colton*

Dawn Rowe, Supervisor  
*County of San Bernardino*

Acquanetta Warren, Mayor  
*City of Fontana*

Joe Baca, Jr., Supervisor  
*County of San Bernardino*

**San Bernardino County Transportation Authority  
San Bernardino Council of Governments**

**AGENDA**

**Transit Committee Meeting**

**November 9, 2023  
9:00 AM**

**Location**

**SBCTA Office**

**First Floor Lobby Board Room**

**1170 W. 3rd Street, San Bernardino, CA 92410**

**Items listed on the agenda are intended to give notice to members of the public of a general description of matters to be discussed or acted upon. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional ***“Meeting Procedures”*** and agenda explanations are attached to the end of this agenda.

**CALL TO ORDER**

(Meeting Chaired by Rick Denison)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications

**Public Comment**

**Brief Comments from the General Public**

**Note: Public Comment on items listed on this agenda will be allowed only during this committee meeting. No public comment will be allowed on committee items placed on the Consent Agenda at the Board of Directors meeting. If an item has substantially changed after consideration during the committee meeting, the item will be placed on Discussion for Board and public comment will be allowed.**

## **Possible Conflict of Interest Issues**

Pg. 11

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

### **1. Information Relative to Possible Conflict of Interest**

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**This item is prepared monthly for review by Board of Directors and Committee members.**

## **INFORMATIONAL ITEMS**

Items listed are receive and file items and are expected to be routine and non-controversial. Unlike the Consent Calendar, items listed as Informational Items do not require a vote.

### **2. Transit and Rail Programs Contract Change Orders to On-Going Contracts**

Pg. 13

Receive and file Change Order Report.

**Presenter: Victor Lopez**

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

## **DISCUSSION ITEMS**

### **Discussion - Administrative Matters**

#### **3. 2024 Transit Committee Meeting Schedule**

Pg. 15

Approve the 2024 Transit Committee meeting schedule.

**Presenter: Ashley Izard**

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

### **Discussion - Transit**

#### **4. Regional Rideshare and Vanpool Software Contracts**

Pg. 29

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve Amendment No. 5 to Contract No. 19-1002203 with Trapeze Software Group, Inc., for Regional Rideshare Software, to add five additional one-year option terms and exercising the first of the five option terms for a revised contract expiration date of June 30, 2025, and increasing the contract value by \$716,328 for a total not-to exceed amount of \$1,983,370 and, including all optional terms, an overall contract not-to-exceed amount of \$3,622,867.

B. Approve an exception to Contracting and Procurement Policy No. 11000 by authorizing Amendment No. 6 to Contract No. 17-1001683 with Trapeze Software Group, Inc. for Vanpool Program Software, to add five additional one-year option terms up to June 30, 2029, two years beyond the 10-year limit, and exercising the first of the five option terms for a revised contract expiration date of June 30, 2025, and increasing the contract value by \$66,676 for a total not-to-exceed amount of \$499,595 and, including all optional terms, an overall contract not-to-exceed amount of \$633,070.

Agenda Item 4 (Continued)

C. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Agreement No. 24-1003066\* between SBCTA (commitment of \$316,473), Los Angeles County Metropolitan Transportation Authority (receivable of \$1,123,986), Orange County Transportation Authority (receivable of \$369,037), Riverside County Transportation Commission (receivable of \$436,694) and Ventura County Transportation Commission (receivable of \$109,636), for SBCTA's provision of Regional Rideshare Software.

**Presenter: Nicole Soto**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, the draft amendments and the draft agreement.**

**5. Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles for Vanpool Vehicle Provider Services**

Pg. 106

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise, in the amount of \$3,000,000 for a three-year term effective January 1, 2024 through December 31, 2026, with three one-year options for Vanpool Vehicle Provider Services.

**Presenter: Nicole Soto**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.**

**6. Release of Request for Proposals for the Electric Vehicle Charging Station**

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That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or his designee, to release a Request for Proposals to assign the management and ownership of Electric Vehicle Charging Station Program currently managed and owned by SBCTA.

**Presenter: Ryan Aschenbrenner**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.**

**7. Amendment(s) to Contract No. 20-1002310 with Stadler US, Inc., for Capital Spare Parts and Training**

Pg. 158

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Authorize the Executive Director, or his designee, to negotiate and execute one or more amendments, as needed, to Contract No. 20-1002310 with Stadler US, Inc., upon approval as to form by General Counsel, in an amount not-to-exceed \$2,000,000, for capital spare parts for the Zero Emission Multiple Unit (ZEMU) vehicle, development of training manuals and provision of ZEMU operations training.

Agenda Item 7 (Continued)

B. Approve a contingency amount, not-to-exceed \$200,000, for Contract No. 20-1002310 and authorize the Executive Director, or his designee, to release contingency as necessary.

C. Approve an amendment to the Fiscal Year 2023/2024 Budget for Task No. 0315 – Transit Capital to increase Local Transportation Funds (LTF) Rail in the amount of \$2,200,000.

**Presenter: Joy Buenaflor**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.**

**8. Preliminary Budget Request for Fiscal Year 2023/2024 Continuation of Arrow Operations**

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That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Approve a third continuing appropriations funding allocation to the Southern California Regional Rail Authority for Fiscal Year 2023/2024 in the amount of \$4,682,034 for Arrow Service Operations, to be funded with Congestion Mitigation and Air Quality funds.

**Presenter: Rebekah Soto**

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

**Discussion - Transportation Programming and Fund Administration**

**9. Senate Bill 125 Transit Funding**

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That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve the apportionment of anticipated Senate Bill (SB) 125 Transit Funding to the Valley and the Mountain/Desert area operators as shown in Table 1.

B. Approve the allocation of \$2,591,912 in SB 125 funds, which is one percent of the total funding available and to be taken off the top before the apportionment in Recommendation A, for SBCTA administration of the funds and required reporting.

C. Approve the allocation of SB 125 Transit and Intercity Rail Capital Program (TIRCP) – Valley Share funds to the following projects with known funding shortfalls:

- i. Metrolink Active Transportation Program Phase II Project – SBCTA: \$3,170,910
- ii. Diesel Multiple Unit to Zero Emission Multiple Unit Vehicle Conversion – SBCTA: \$4,453,000
- iii. Metrolink Double Track Lilac to Sycamore – SBCTA: \$16,510,000

D. Provide direction to staff on priorities for allocation of the remaining \$56.2 million TIRCP – Valley Share funds.

E. Authorize the Executive Director, or his designee, to submit the Initial Allocation Package to the California State Transportation Agency on behalf of SBCTA by the December 31, 2023 deadline.

**Presenter: Andrea Zureick**

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

## **Comments from Board Members**

**Brief Comments from Board Members**

## **ADJOURNMENT**

## **Additional Information**

Attendance

Acronym List

Mission Statement

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**The next Transit Committee meeting is scheduled for December 14, 2023.**

## **Meeting Procedures and Rules of Conduct**

**Meeting Procedures** - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

**Accessibility & Language Assistance** - The meeting facility is accessible to persons with disabilities. If assistive listening devices, other auxiliary aids or language assistance services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Accesibilidad y asistencia en otros idiomas** - Las instalaciones para las reuniones son accesibles para las personas con discapacidades. Si se necesitan dispositivos de escucha asistida, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben ser presentados a la Secretaria de la Junta al no menos de tres (3) días de apertura antes de la reunión de la Junta. La Secretaria esta disponible por teléfono al (909) 884-8276 o por correo electrónico a [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) y la oficina se encuentra en 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://www.gosbcta.com/board/meetings-agendas/) at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

**Closed Session Agenda Items** – Consideration of closed session items excludes members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the President of the Board or Committee Chair (“President”) will announce the subject matter of the closed session. If reportable action is taken in closed session, the President shall report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide copies to

the Clerk of the Board for distribution. Information provided as public testimony is not read into the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

**Public Comment** –An opportunity is also provided for members of the public to speak on any subject within the Board’s jurisdiction. Matters raised under “Public Comment” will not be acted upon at that meeting. See, “Public Testimony on an Item,” above.

**Disruptive or Prohibited Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the President may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner.

Your cooperation is appreciated!



**General Practices for Conducting Meetings  
of  
Board of Directors and Policy Committees**

**Attendance.**

- The President of the Board or Chair of a Policy Committee (Chair) has the option of taking attendance by Roll Call. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name.
- A Member/Alternate who arrives after attendance is taken shall announce his/her name prior to voting on any item.
- A Member/Alternate who wishes to leave the meeting after attendance is taken but before remaining items are voted on shall announce his/her name and that he/she is leaving the meeting.

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee. Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.
- Votes at teleconferenced meetings shall be by roll call, pursuant to the Brown Act, or, at any meeting, upon the demand of five official representatives present or at the discretion of the presiding officer.

**The Vote as specified in the SBCTA Administrative Code and SANBAG Bylaws.**

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the Alternate shall be entitled to vote. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the Chair shall ask the maker of the original motion if he or she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a Member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively, and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time to time, circumstances may require deviation from general practice (but not from the Brown Act or agency policy).
- Deviation from general practice is at the discretion of the Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008*

*Revised March 2014*

*Revised May 4, 2016*

*Revised June 7, 2023*

## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** November 9, 2023

***Subject:***

Information Relative to Possible Conflict of Interest

***Recommendation:***

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

***Background:***

In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
4	19-1002203-05	Trapeze Software Group, Inc., <i>Mark Miller</i>	None
	17-1001683-06	Trapeze Software Group, Inc., <i>Mark Miller</i>	None
	24-1003066	Los Angeles County Metropolitan Transportation Authority	None
	24-1003066	Orange County Transportation Authority	None
	24-1003066	Riverside County Transportation Commission	None
	24-1003066	Ventura County Transportation Commission	None
5	23-1002958	Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise <i>Chrissy Taylor</i>	None
7	20-1002310	Stadler US, Inc., <i>Martin Ritter</i>	None
8	Allocation	Southern California Regional Rail Authority	None

***Financial Impact:***

This item has no direct impact on the annual budget.

***Reviewed By:***

This item is prepared monthly for review by Board of Directors and Committee members.

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

*Entity: San Bernardino County Transportation Authority*

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Approved  
Transit Committee  
Date: November 9, 2023  
Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** November 9, 2023

***Subject:***

Transit and Rail Programs Contract Change Orders to On-Going Contracts

***Recommendation:***

Receive and file Change Order Report.

***Background:***

San Bernardino County Transportation Authority has two ongoing construction contracts and two vehicle procurement contracts related to Transit and Rail Programs. The following Construction Change Orders (CCO) were approved since the last reporting to the Transit Committee:

- A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.
- B. Contract No. 17-1001705 with Flatiron West, Inc. for the RPRP Mainline Contract has had no CCOs executed since the last report.
- C. Contract No. 19-1002070 with Granite Construction Company for the RPRP Project Arrow Maintenance Facility has had no CCOs executed since the last report.
- D. Contract No. 20-1002310 with Stadler US for Zero Emission Multiple Unit (ZEMU) Rail Vehicle Procurement has had no CCOs executed since the last report.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Transit Committee  
Date: November 9, 2023  
Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

Transit and Rail Programs Contracts Executed Change Orders		
Number	Description	Amount
RPRP - Vehicle Procurement Stadler (16-1001531)		
	CCO Total	\$1,232,746.83
	Approved Contingency	\$2,070,508.00
	Remaining Contingency	\$837,761.17
RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
	CCO Total	\$24,580,968.81
	Approved Contingency	\$24,634,814.59
	Remaining Contingency	\$53,845.78
RPRP - Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
Number	Description	Amount
	CCO Total	\$6,090,256.39
	Approved Contingency	\$8,363,400.00
	Remaining Contingency	\$2,273,143.61
ZEMU- Vehicle Procurement Stadler (20-1002310)		
	CCO Total	\$48,942.00
	Approved Contingency	\$500,000.00
	Remaining Contingency	\$451,058.00

## ***Minute Action***

AGENDA ITEM: 3

***Date:*** *November 9, 2023*

***Subject:***

2024 Transit Committee Meeting Schedule

***Recommendation:***

Approve the 2024 Transit Committee meeting schedule.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) Transit Committee regular meeting schedule is on the Thursday of the week following the SBCTA Board meeting, which is usually the second Thursday of the month, beginning at 9:00 a.m., in the 1<sup>st</sup> Floor Lobby Board Room at the Santa Fe Depot. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. It has also been the practice to modify the meeting date and time when the meeting has been rescheduled due to conflict with other meetings or holiday schedules. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to ensure continuity of meetings and participation.

A proposed 2024 meeting schedule is identified below for approval. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedure for meeting preparation. The proposed meeting schedule does conform to the second Thursday of each month, the week following the SBCTA Board of Directors meeting.

The proposed 2024 Transit Committee meeting dates are as follows:

January 11, 2024  
 February 15, 2024\*  
 March 14, 2024  
 April 11, 2024  
 May 9, 2024  
 June 13, 2024  
 July 11, 2024 (**DARK**)  
 August 15, 2024\*  
 September 12, 2024  
 October 10, 2024  
 November 14, 2024  
 December 12, 2024

*\*This date falls on the 3<sup>rd</sup> Thursday of the month*

***Financial Impact:***

Approval of the regular meeting schedule has no impact upon the SBCTA Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee.

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*

Transit Committee Agenda Item

November 9, 2023

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***Responsible Staff:***

Ashley Izard, Deputy Clerk of the Board

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Approved  
Transit Committee  
Date: November 9, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority



# SBCTA / SBCOG 2024 Master Calendar

~ January 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 New Year's Holiday	2 New Year's Holiday (Observed)	3 Board	4 City/County Manager's TAC SCAG Regional Council	5	6
7 Orthodox Christmas	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14 Orthodox New Year	15 Martin Luther King Day Holiday	16	17 LAFCO Hearing	18	19 Mt/Desert Policy Committee	20
21	22	23	24 League of CA Cities New Mayors & Council Members Academy	25 League of CA Cities New Mayors & Council Members Academy	26 League of CA Cities New Mayors & Council Members Academy	27
28	29	30	31			

Attachment: 2024 Master Meeting Calendar (9903 : 2024 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ February 2024 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This date falls on the 3 <sup>rd</sup> Thursday of the month				1  SCAG Regional Council	2	3
4	5	6	7 Board	8	9	10  NACo Legislative Conference
11  NACo Legislative Conference	12  NACo Legislative Conference	13  NACo Legislative Conference	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session *I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19  Presidents' Day Holiday	20	21  LAFCO Hearing	22	23	24
25	26	27	28	29		

Attachment: 2024 Master Meeting Calendar (9903 : 2024 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ March 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board	7 City/County Manager's TAC SCAG Regional Council	8	9
10 Daylight Savings Time Begins Ramadan	11 Ramadan	12 Ramadan	13 General Policy Committee Legislative Policy Committee Ramadan	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Ramadan	15 Mt/Desert Policy Committee Ramadan	16 Ramadan
17 Ramadan	18 Ramadan	19 Ramadan	20 LAFCO Hearing Ramadan	21 Ramadan	22 Ramadan	23 Ramadan
24 Ramadan	25 Ramadan	26 Ramadan	27 Ramadan	28 Ramadan	29 Good Friday Ramadan	30 Ramadan
31 Easter Cesar Chavez Day Ramadan						

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ April 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Ramadan	2 Ramadan	3 Board Ramadan	4 SCAG Regional Council Ramadan	5 Ramadan	6 Laylat al-Qadr Ramadan
7 Ramadan	8 Ramadan	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14	15	16	17 LAFCO Hearing	18	19 Mt/Desert Policy Committee	20
21	22 Passover	23 Passover	24 Passover	25 Passover	26 Passover	27 Passover
28 Passover	29 Passover	30 Passover				

Attachment: 2024 Master Meeting Calendar (9903 : 2024 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ May 2024 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *City/County Manager's TAC cancelled due to conflict with SCAG General Assembly  **Mountain/Desert Policy Committee will be cancelled or held at City/County Conference location if needed			1 Board	2 *City/County Manager's TAC (CANCELLED)  SCAG Regional Council  SCAG General Assembly	3   SCAG General Assembly	4
5	6	7	8 General Policy Committee  Legislative Policy Committee	9 Transit Committee  Metro Valley Study Session  I-10/I-15 Joint Sub-Committee	10	11
12	13	14	15  LAFCO Hearing	16  City/County Conference	17 **Mt/Desert Policy Committee  City/County Conference	18
19	20	21	22	23	24	25
26	27  Memorial Day Holiday	28	29	30	31	

Attachment: 2024 Master Meeting Calendar (9903 : 2024 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ June 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to conflict with the US Conference of Mayors						1
2	3	4	5 Board	6 SCAG Regional Council	7	8
9	10	11 Shavuot (begins sunset)	12 General Policy Committee Legislative Policy Committee Shavuot	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Shavuot (ends nightfall)	14 *Mt/Desert Policy Committee	15
16 Eid al-Adha	17 Eid al-Adha	18	19 LAFCO Hearing Juneteenth Holiday	20 US Conference of Mayors	21 US Conference of Mayors	22 US Conference of Mayors
23 US Conference of Mayors	24	25	26	27	28	29
30						

Attachment: 2024 Master Meeting Calendar (9903 : 2024 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ July 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 *City/County Manager's TAC (DARK) SCAG Regional Council Independence Day Holiday	5	6 Muharram
7	8	9	10 *General Policy Committee (DARK) *Legislative Policy Committee (DARK)	11 *Transit Committee (DARK) *Metro Valley Study Session (DARK) *I-10/I-15 Joint Sub-Committee (DARK)	12 NACo Annual Meeting	13 NACo Annual Meeting
14 NACo Annual Meeting	15 NACo Annual Meeting	16	17 LAFCO Hearing	18	19 *Mt/Desert Policy Committee (DARK)	20
21	22	23	24	25	26	27
28	29	30	31	NOTES: *No policy committee meetings		

Attachment: 2024 Master Meeting Calendar (9903 : 2024 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ August 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No Board Meeting **This date falls on the 3 <sup>rd</sup> Thursday of the month				1  SCAG Regional Council (dark)	2	3
4	5	6	7 *Board (DARK)	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee	15 **Transit Committee  **Metro Valley Study Session  **I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19	20	21  LAFCO Hearing	22	23	24
25	26 Janmashtami	27	28	29	30	31

Attachment: 2024 Master Meeting Calendar (9903 : 2024 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.



# SBCTA / SBCOG 2024 Master Calendar

~ September 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day Holiday	3	4 Board	5 City/County Manager's TAC SCAG Regional Council	6	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13 *Mt/Desert Policy Committee	14
15	16 Prophet Muhammad's Birthday	17	18 LAFCO Hearing	19	20 Mobility 21 Summit	21
22	23	24	25	26	27	28
29	30	NOTES: *The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to conflict with the Mobility 21 Summit				

Attachment: 2024 Master Meeting Calendar (9903 : 2024 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ October 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>NOTES:</b> *The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to conflict with the League of CA Cities Annual Conference		<b>1</b>	<b>2</b> Board	<b>3</b>  SCAG Regional Council Navratri Rosh Hashanah (begins sunset)	<b>4</b>  Rosh Hashanah	<b>5</b>
<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b> General Policy Committee Legislative Policy Committee	<b>10</b> Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	<b>11</b> *Mt/Desert Policy Committee  Yom Kippur	<b>12</b>  Yom Kippur
<b>13</b>	<b>14</b>  Columbus Day Holiday	<b>15</b>	<b>16</b>  LAFCO Hearing League of CA Cities Annual Conference Sukkot	<b>17</b>  League of CA Cities Annual Conference Sukkot	<b>18</b>  League of CA Cities Annual Conference Sukkot	<b>19</b>  Sukkot
<b>20</b>  Sukkot	<b>21</b>  Sukkot	<b>22</b>  Sukkot	<b>23</b>  Shemini Atzeret Sukkot	<b>24</b>  Shemini Atzeret Simchat Torah	<b>25</b>  Simchat Torah	<b>26</b>
<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>  Halloween		

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ November 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Diwali	2
3 Daylight Savings Time Ends	4	5	6 Board	7 City/County Manager's TAC SCAG Regional Council	8	9
10	11 Veteran's Day Holiday	12	13 General Policy Committee Legislative Policy Committee	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	15 Mt/Desert Policy Committee	16
17	18 CSAC Annual Meeting	19 CSAC Annual Meeting	20 LAFCO Hearing CSAC Annual Meeting	21 CSAC Annual Meeting	22 CSAC Annual Meeting	23
24	25	26	27	28 Thanksgiving Day Holiday	29 Thanksgiving Day After	30

Attachment: 2024 Master Meeting Calendar (9903 : 2024 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ December 2024 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 SCAG Regional Council	6	7
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13 *Mt/Desert Policy Committee	14
15	16	17	18 LAFCO Hearing	19	20	21
22	23	24 Christmas Eve Holiday Hanukkah	25 Christmas Day Holiday Hanukkah	26 Hanukkah Kwanzaa	27 Hanukka Kwanzaa h	28 Hanukkah Kwanzaa
29 Hanukkah Kwanzaa	30 Hanukkah Kwanzaa	31 New Years Eve Holiday Hanukkah Kwanzaa	<b>NOTES:</b> *The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to Holidays			

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** November 9, 2023

***Subject:***

Regional Rideshare and Vanpool Software Contracts

***Recommendation:***

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve Amendment No. 5 to Contract No. 19-1002203 with Trapeze Software Group, Inc., for Regional Rideshare Software, to add five additional one-year option terms and exercising the first of the five option terms for a revised contract expiration date of June 30, 2025, and increasing the contract value by \$716,328 for a total not-to exceed amount of \$1,983,370 and, including all optional terms, an overall contract not-to-exceed amount of \$3,622,867.

B. Approve an exception to Contracting and Procurement Policy No. 11000 by authorizing Amendment No. 6 to Contract No. 17-1001683 with Trapeze Software Group, Inc. for Vanpool Program Software, to add five additional one-year option terms up to June 30, 2029, two years beyond the 10-year limit, and exercising the first of the five option terms for a revised contract expiration date of June 30, 2025, and increasing the contract value by \$66,676 for a total not-to-exceed amount of \$499,595 and, including all optional terms, an overall contract not-to-exceed amount of \$633,070.

C. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Agreement No. 24-1003066\* between SBCTA (commitment of \$316,473), Los Angeles County Metropolitan Transportation Authority (receivable of \$1,123,986), Orange County Transportation Authority (receivable of \$369,037), Riverside County Transportation Commission (receivable of \$436,694) and Ventura County Transportation Commission (receivable of \$109,636), for SBCTA's provision of Regional Rideshare Software.

***Background:***

The San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LACMTA), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC) and Ventura County Transportation Commission (VCTC), also referred to as ("regional rideshare agencies"), regularly coordinate on regional rideshare and vanpool activities including South Coast Air Quality Management District Rule 2202 On-Road Motor Vehicle Mitigation Options, regional database and ride-matching, marketing and outreach, and Federal Transit Administration vanpool subsidy programs. On July 7, 2021, SBCTA's Board of Directors (Board) approved an amendment to Contract. No. 19-1002203 with Trapeze Software Group, Inc., to incorporate the regional rideshare agencies into SBCTA's contract for rideshare software ("regional rideshare software"). The regional rideshare software supports the regional programs mentioned above, and also merged the five agencies' rideshare and vanpool databases ("consolidated database"), which now provides an expanded network to match commuters for carpool and vanpool formations, or for those wanting to buddy up to take transit, bike or walk to their worksites. SBCTA's provision also provides a financial benefit for the agencies with an overall reduction of costs for ongoing licensing of the software, as well as for as-needed modifications, which costs

*Entity: San Bernardino County Transportation Authority*

can be shared. Agreement No. 24-1003066 between the regional rideshare agencies outlines SBCTA's provision of the regional rideshare software. SBCTA utilizes the same software for its vanpool subsidy program, for which it has a separate contract, Contract No. 17-1001683 with Trapeze Software Group, Inc., as is the case with the majority of the regional rideshare agencies. This is mainly due to contract timing issues, grant funding restrictions and/or different project manager oversight at each agency.

Both of SBCTA's contracts with Trapeze Software Group, Inc., for rideshare and vanpool software maintenance and services are set to expire on June 30, 2024. The regional rideshare and vanpool software support the consolidated database, commuter ride-matching, trip planning, Average Vehicle Ridership (AVR) survey and reporting, commute tracking logs, ability to offer incentives, gamification features, employer microsites, expanded reporting including National Transit Database reporting, vanpool subsidy application, mobile apps, commuter and trend dashboards, customer facing interfaces, administrator portal, and customer support and maintenance.

It is important to SBCTA to have both the regional rideshare and SBCTA vanpool software contracts on the same contract terms to maintain a regional consolidated database for cross-county ride matching and commuter management, as well as the efficiency for staff to administer both programs. The regional rideshare agencies have recently invested in or are in progress of customizations to the regional rideshare software necessary for continued AVR and Rule 2202 support, and implementation of new grant funded programs such as the Low Carbon Transit Operations Program, Free Rail Pass Program, and therefore support extension of the regional rideshare software contract. Costs for the regional rideshare software are shared between the agencies based on county population share for all shared modules and services. When custom modules or modifications to the regional rideshare software is requested by a regional rideshare agency, the split is determined by the participating regional rideshare agency.

As permitted in SBCTA Contracting and Procurement Policy No. 11000 Section IV.B.4, staff requests approval of Amendment No. 5 to Contract No. 19-1002203 with Trapeze Software Group, Inc., extending the regional rideshare software contract for five additional one-year option terms, not to extend past June 30, 2029, which results in a 10-year software maintenance and services contract. Approval of Amendment No. 5 to Contract No. 19-1002203 would also exercise the first of the five additional option terms for a revised contract expiration date of June 30, 2025 and increase the contract not-to-exceed amount by \$716,328 for a total not-to-exceed amount of \$1,983,370 and, including optional terms, contract not-to-exceed amount of \$3,622,867. This amount includes contingency for each agency to collectively, or as required individually, request custom software programming. As noted above, this amount is shared between the regional rideshare agencies based on county population share.

Staff is also requesting approval of Amendment No. 6 to Contract No 17-1001683 with Trapeze Software Group, Inc., and an exception to Contracting and Procurement Policy No. 11000, to extend the contract by five additional one-year option terms through June 30, 2029, resulting in a 12-year contract. Approval of Amendment No. 6 to Contract No. 17-1001683 would also exercise the first of the five additional option terms for a revised contract expiration date of June 30, 2025 and increase the contract not-to-exceed amount by \$66,676 for a revised, including optional terms, contract not-to-exceed amount of \$633,070. This amount is funded solely by SBCTA utilizing Federal Transit Administration grant funds.

## Transit Committee Agenda Item

November 9, 2023

Page 3

Concurrent with approval of Amendment No. 5 to Contract No. 19-1002203 with Trapeze Software Group, Inc., staff requests that the Board authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Agreement No. 24-1003066\* for SBCTA's continued provision of the regional rideshare software. Agreement No. 24-1003066 is for a new term of five years from July 1, 2024 to June 30, 2029. The cost share of the regional rideshare software is determined by software modules utilized by each agency and split by population share for each county, applying 2020 Census data. (\*Due to financial system limitations, administrative accounts receivable contracts have been assigned to this Contract No. 24-1003066 – LACMTA (\$1,123,986), 24-1003067 – OCTA (\$369,037), 24-1003065 – RCTC (\$436,694) and 24-1003068 – VCTC (\$109,636)).

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, the draft amendments and the draft agreement.

***Responsible Staff:***

Nicole Soto, Multimodal Mobility Programs Administrator

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Approved  
Transit Committee  
Date: November 9, 2023

Witnessed By:

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San Bernardino County Transportation Authority

## Contract Summary Sheet

4.a

## General Contract Information

Contract No: 19-1002203 Amendment No.: 5

Contract Class: Payable Department: Transit

Vendor No.: 03325 Vendor Name: Trapeze Software Group

Description: Regional Rideshare and Vanpool Program Online System

List Any Related Contract Nos.: 21-1002572, 24-1003065, 24-1003066, 24-1003067, 24-1003068

Dollar Amount							
Original Contract		\$	350,000.00	Original Contingency		\$	-
Prior Amendments		\$	917,042.00	Prior Amendments			
Prior Contingency Released		\$	-	Prior Contingency Released (-)			
Current Amendment		\$	716,328.00	Current Amendment			
Total/Revised Contract Value		\$	1,983,370.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,983,370.00

## Contract Authorization

Board of Directors Date: 12/6/2023 Committee                      Item #                     

## Contract Management (Internal Purposes Only)

Other Contracts                      Sole Source? No No Budget Adjustment                     

Local                      Professional Services (Non-A&E)                      N/A                     

## Accounts Payable

Estimated Start Date: 7/31/2019 Expiration Date: 6/30/2024 Revised Expiration Date: 6/30/2025

NHS: N/A OMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	1,983,370.00	\$	-
GL:	4180	30	0314	0320	52001	41100000		285,499.99		
GL:	4280	30	0314	0320	52001	41100000		87,055.11		
GL:	6010	30	0314	0320	52001	42902010		48,086.97		-
GL:	6010	30	0314	0320	52001	42902011		64,610.00		-
GL:	6010	30	0314	0320	52001	42902012		232,943.08		
GL:	6010	30	0314	0320	52001	42902013		146,012.00		
GL:	6010	30	0314	0320	52001	42904004		497,104.46		
GL:	6010	30	0314	0320	52001	42904006		271,713.00		
GL:	6010	30	0314	0320	52001	42901004		137,466.38		
GL:	6010	30	0314	0320	52001	42901005		133,899.00		
GL:	6010	30	0314	0320	52001	42909019		38,495.01		
GL:	6010	30	0314	0320	52001	42909024		40,485.00		
GL:								-		-
GL:								-		-

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: Increase Amount = FY25 Contract Amount minus Amendment No. 4 SBCTA Contract Amount  
\$1,983,369.62 - \$1,267,042.00 = \$716,327.62 (Round up to \$716,328)

Attachment: CSS - 19-1002203 - Amendment No. 5 [Revision 2] (9617 : Regional Rideshare and Vanpool Software Contracts)



**AMENDMENT NO. 5 TO CONTRACT NO. 19-1002203**

**FOR**

**REGIONAL RIDESHARE AND VANPOOL PROGRAM ONLINE SYSTEM**

**(TRAPEZE SOFTWARE GROUP, INC. DBA TRIPSPARK TECHNOLOGIES)**

This Amendment No. 5 to Contract No. 19-1002203 is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA" or "Licensee"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Trapeze Software Group, Inc., dba TripSpark Technologies ("CONSULTANT" or "TripSpark"), whose address is 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

**RECITALS**

- A. On September 5, 2019, SBCTA and CONSULTANT entered into Contract No. 19-1002203 ("Contract"), setting forth the terms and conditions for Regional Rideshare and Vanpool Program Online System; and
- B. On August 16, 2021, SBCTA and CONSULTANT amended the Contract to add additional agencies into the Regional Rideshare Online System; and
- C. On January 18, 2022, SBCTA and CONSULTANT amended the Contract to correct an error in Exhibit B.1, "Cost Proposal Form", to Attachment 1 to the Contract; and
- D. On March 28, 2022, SBCTA and CONSULTANT amended the Contract to modify insurance requirements and to exercise the first option term; and
- E. On June 29, 2023, SBCTA and CONSULTANT amended the Contract to exercise the second option term and increase the contract not-to-exceed amount; and
- F. SBCTA and CONSULTANT desire to add five additional optional terms, extending the contract Term up to June 30, 2029 and increasing the contract not-to-exceed amount; and
- G. SBCTA and CONSULTANT desire to exercise the third option term, extending the contract date through June 30, 2025 and increasing the contract amount by \$716,328.

**NOW, THEREFORE**, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows:

1. ARTICLE 2. Contract Term, is deleted in its entirety and replaced with the following:

“2.1 The contract term shall commence upon issuance of a written Notice to Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through June 30, 2025, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

2.2 SBCTA at its sole discretion may extend the original term of the Contract for seven one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2029.”

2. Article 3. Compensation, Section 3.2 is deleted in its entirety and replaced with the following:

“The total Contract Not-To-Exceed Amount through Fiscal Year 2024/2025, which includes the first three Option Terms is One Million, Nine Hundred Eighty-Three Thousand, Three Hundred Seventy Dollars (\$1,983,370). All Work provided under this Contract is to be performed as set forth in Exhibit C, “Scope of Work,” to Attachment 1 and shall be reimbursed pursuant to Exhibit B.4, “Price Form,” to Attachment 1. The rates identified in Exhibit B.4 shall remain fixed for the term of this Contract and include CONSULTANT’s direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B.4. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the current authorized rates for state employees under the California Department of Human Resources rules located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B.4 or agreed to and approved by SBCTA as required under this Contract.”

3. Exhibit B.4, “Cost Proposal Form,” attached hereto and incorporated herein, is added to Exhibit B.3, “Cost Proposal Form”, and added to Exhibit B to Attachment 1.
4. The Recitals set forth above are incorporated herein by this reference.
5. Except as amended by this Amendment No. 5, all other provisions of the Contract and Amendments thereto shall remain in full force and effect and are incorporated herein by this reference.
6. This Amendment No. 5 is effective upon execution by SBCTA.

-----SIGNATURES ARE ON THE FOLLOWING PAGE -----

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 below.

**TRAPEZE SOFTWARE GROUP, INC.**

By: \_\_\_\_\_  
William Delaney  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Geoff Allan  
Chief Financial Officer

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka Morris  
Procurement Manager

Attachment: 19-1002203-5 (9617 : Regional Rideshare and Vanpool Software Contracts)

# Exhibit B.4 - Cost Proposal Form

4.c

## Annual Maintenance & Hosting (July 1, 2024 - June 30, 2029)

Fiscal Year	County	RidePro Licenses	RidePro Maintenance	RidePro Incentives Maintenance	RidePro Hosting	RidePro Incentives Hosting	SiSense Reporting Services	Email Services	Vanpool	Technical Programming	Total Costs
FY 25	LACMTA	\$ -	\$ 103,318	\$ 20,698	\$ 21,579	\$ 5,624	\$ 19,769	\$ 925	\$ -	\$ 18,550	\$ 190,463
FY 25	OCTA	\$ -	\$ 33,140	\$ -	\$ 6,921	\$ -	\$ 6,341	\$ 297	\$ -	\$ 5,950	\$ 52,649
FY 25	RCTC	\$ -	\$ 25,342	\$ 5,175	\$ 5,293	\$ 1,406	\$ 4,849	\$ 227	\$ 17,920	\$ 4,550	\$ 64,762
FY 25	SBCTA	\$ -	\$ 23,393	\$ 4,566	\$ 4,886	\$ 1,240	\$ 4,476	\$ 209	\$ -	\$ 4,200	\$ 42,970
FY 25	VCTC	\$ -	\$ 9,747	\$ -	\$ 2,036	\$ -	\$ 1,865	\$ 87	\$ -	\$ 1,750	\$ 15,485
FY 25 Totals		\$ -	\$ 194,940	\$ 30,439	\$ 40,715	\$ 8,270	\$ 37,300	\$ 1,745	\$ 17,920	\$ 35,000	\$ 366,329
FY 26	LACMTA	\$ -	\$ 108,483	\$ 21,736	\$ 22,657	\$ 5,906	\$ 20,758	\$ 973	\$ -	\$ 18,550	\$ 199,063
FY 26	OCTA	\$ -	\$ 34,797	\$ -	\$ 7,267	\$ -	\$ 6,658	\$ 312	\$ -	\$ 5,950	\$ 54,984
FY 26	RCTC	\$ -	\$ 26,609	\$ 5,434	\$ 5,558	\$ 1,476	\$ 5,092	\$ 239	\$ 18,815	\$ 4,550	\$ 67,773
FY 26	SBCTA	\$ -	\$ 24,562	\$ 4,795	\$ 5,130	\$ 1,303	\$ 4,700	\$ 220	\$ -	\$ 4,200	\$ 44,910
FY 26	VCTC	\$ -	\$ 10,234	\$ -	\$ 2,138	\$ -	\$ 1,958	\$ 92	\$ -	\$ 1,750	\$ 16,172
FY 26 Totals		\$ -	\$ 204,685	\$ 31,965	\$ 42,750	\$ 8,685	\$ 39,166	\$ 1,836	\$ 18,815	\$ 35,000	\$ 382,902
FY 27	LACMTA	\$ -	\$ 113,908	\$ 22,823	\$ 23,789	\$ 6,202	\$ 21,796	\$ 1,020	\$ -	\$ 18,550	\$ 208,088
FY 27	OCTA	\$ -	\$ 36,536	\$ -	\$ 7,631	\$ -	\$ 6,991	\$ 327	\$ -	\$ 5,950	\$ 57,435
FY 27	RCTC	\$ -	\$ 27,940	\$ 5,706	\$ 5,835	\$ 1,550	\$ 5,346	\$ 251	\$ 19,755	\$ 4,550	\$ 70,933
FY 27	SBCTA	\$ -	\$ 25,790	\$ 5,035	\$ 5,386	\$ 1,368	\$ 4,935	\$ 231	\$ -	\$ 4,200	\$ 46,945
FY 27	VCTC	\$ -	\$ 10,746	\$ -	\$ 2,244	\$ -	\$ 2,057	\$ 96	\$ -	\$ 1,750	\$ 16,893
FY 27 Totals		\$ -	\$ 214,920	\$ 33,564	\$ 44,885	\$ 9,120	\$ 41,125	\$ 1,925	\$ 19,755	\$ 35,000	\$ 400,294
FY 28	LACMTA	\$ -	\$ 119,603	\$ 23,966	\$ 24,979	\$ 6,511	\$ 22,886	\$ 1,070	\$ -	\$ 18,550	\$ 217,565
FY 28	OCTA	\$ -	\$ 38,363	\$ -	\$ 8,012	\$ -	\$ 7,341	\$ 343	\$ -	\$ 5,950	\$ 60,009
FY 28	RCTC	\$ -	\$ 29,336	\$ 5,992	\$ 6,127	\$ 1,628	\$ 5,613	\$ 263	\$ 20,745	\$ 4,550	\$ 74,254
FY 28	SBCTA	\$ -	\$ 27,080	\$ 5,287	\$ 5,656	\$ 1,436	\$ 5,182	\$ 242	\$ -	\$ 4,200	\$ 49,083
FY 28	VCTC	\$ -	\$ 11,283	\$ -	\$ 2,357	\$ -	\$ 2,159	\$ 101	\$ -	\$ 1,750	\$ 17,650
FY 28 Totals		\$ -	\$ 225,665	\$ 35,245	\$ 47,131	\$ 9,575	\$ 43,181	\$ 2,019	\$ 20,745	\$ 35,000	\$ 418,561
FY 29	LACMTA	\$ -	\$ 125,584	\$ 25,163	\$ 26,229	\$ 6,837	\$ 24,030	\$ 1,164	\$ -	\$ 18,550	\$ 227,557
FY 29	OCTA	\$ -	\$ 40,282	\$ -	\$ 8,413	\$ -	\$ 7,708	\$ 357	\$ -	\$ 5,950	\$ 62,710
FY 29	RCTC	\$ -	\$ 30,804	\$ 6,291	\$ 6,434	\$ 1,709	\$ 5,894	\$ 260	\$ 21,780	\$ 4,550	\$ 77,722
FY 29	SBCTA	\$ -	\$ 28,434	\$ 5,551	\$ 5,939	\$ 1,509	\$ 5,441	\$ 241	\$ -	\$ 4,200	\$ 51,315
FY 29	VCTC	\$ -	\$ 11,847	\$ -	\$ 2,474	\$ -	\$ 2,267	\$ 98	\$ -	\$ 1,750	\$ 18,436
FY 29 Totals		\$ -	\$ 236,951	\$ 37,005	\$ 49,489	\$ 10,055	\$ 45,340	\$ 2,120	\$ 21,780	\$ 35,000	\$ 437,740
5-year Subtotals:		\$ -	\$ 1,077,161	\$ 168,218	\$ 224,970	\$ 45,705	\$ 206,112	\$ 9,645	\$ 99,015	\$ 175,000	\$ 2,005,826

## Summary - FOR SBCTA USE

County Split:	Implementation + FY21 Maintenance + ODC's	FY22-FY24 Maintenance	FY22-24 Contingency	FY25 Annual Costs	FY26 Annual Costs	FY27 Annual Costs	FY28 Annual Costs	FY29 Annual Costs	FY 25-29 Contingency	Not to Exceed Amount
LACMTA	\$ -	\$ 471,104.46	\$ 26,000.00	\$ 190,463.00	\$ 199,063.00	\$ 208,088.00	\$ 217,565.00	\$ 227,557.00	\$ 81,250.00	\$ 1,621,090.46
OCTA	\$ -	\$ 122,466.38	\$ 15,000.00	\$ 52,649.00	\$ 54,984.00	\$ 57,435.00	\$ 60,009.00	\$ 62,710.00	\$ 81,250.00	\$ 506,503.38
RCTC	\$ 128,626.65	\$ 152,513.40	\$ 64,500.00	\$ 64,762.00	\$ 67,773.00	\$ 70,933.00	\$ 74,254.00	\$ 77,722.00	\$ 81,250.00	\$ 782,334.05
SBCTA	\$ 86,182.98	\$ 97,651.75	\$ 64,500.00	\$ 42,970.00	\$ 44,910.00	\$ 46,945.00	\$ 49,083.00	\$ 51,315.00	\$ 81,250.00	\$ 564,807.73
VCTC	\$ -	\$ 33,495.01	\$ 5,000.00	\$ 15,485.00	\$ 16,172.00	\$ 16,893.00	\$ 17,650.00	\$ 18,436.00	\$ 25,000.00	\$ 148,131.01
Totals:	\$ 214,809.63	\$ 877,231.00	\$ 175,000.00	\$ 366,329.00	\$ 382,902.00	\$ 400,294.00	\$ 418,561.00	\$ 437,740.00	\$ 350,000.00	\$ 3,622,866.63
Check		\$1,267,040.63				\$2,005,826.00			\$350,000.00	\$3,622,866.63

The pricing under this Exhibit corresponds to the annual periods listed hereunder only. Upon expiry of Year 2029 annual term, the provision of ongoing Software maintenance support and Hosting Services by CONSULTANT shall be subject to program availability and CONSULTANT's then current annual pricing.

Contract No:	<u>17-1001683</u>	Amendment No.:	<u>6</u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>03325</u>	Vendor Name:	<u>Trapeze Software Group, Inc.</u>
Description:	<u>Vanpool Program Online System</u>		
List Any Related Contract Nos.:			

Dollar Amount	
Original Contract	\$ 372,919.00
Prior Amendments	\$ 60,000.00
Prior Contingency Released	\$ -
Current Amendment	\$ 66,676.00
<b>Total/Revised Contract Value</b>	<b>\$ 499,595.00</b>
<b>Total Dollar Authority (Contract Value and Contingency)</b>	
	<b>\$ 499,595.00</b>

Board of Directors	Date:	12/6/2023	Committee	Item #
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Other Contracts		Sole Source?	No	No Budget Adjustment
Federal	Professional Services (Non-A&E)			N/A

Estimated Start Date:		<u>7/26/2017</u>		Expiration Date:		<u>6/30/2024</u>		Revised Expiration Date:		<u>6/30/2025</u>	
NHS:	N/A	QMP/QAP:	N/A	Prevailing Wage:		N/A					

[illegible]

Victor Lopez

Task Manager (Print Name)

Additional Notes: Amendment No. 6 Contract Amount Through FY 25 = Amendment No. 4 Total Contract Amount + FY25 Maint & Hosting + Added Contingency + Contract Balance to Budget  
\$432,919 + \$29,773 + \$15,000 + \$21,903 = \$499,595

# AMENDMENT NO. 6 TO CONTRACT NO. 17-1001683

## FOR

### VANPOOL PROGRAM ONLINE SYSTEM

#### (TRAPEZE SOFTWARE GROUP, INC. DBA TRIPSPARK TECHNOLOGIES)

This Amendment No. 6 to Contract. No. 17-1001683 (“Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Trapeze Software Group, Inc., dba TripSpark Technologies (“CONSULTANT”) whose address is 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

### RECITALS

- A. On July 26, 2017, SBCTA and CONSULTANT entered into Contract No. 17-1001683 for Vanpool Program Online System; and
- B. On April 9, 2020, SBCTA and CONSULTANT exercised the first option year, extending the Contract Term through June 30, 2021; and
- C. On June 24, 2021, SBCTA and CONSULTANT exercised the second option year, extending the Contract Term through June 30, 2022; and
- D. On September 28, 2021, SBCTA and CONSULTANT amended the contract to add two additional one-year Option Terms and update insurance requirements; and
- E. On March 30, 2022, SBCTA and CONSULTANT amended the contract to exercise the third option year, extending the Contract Term through June 30, 2023 and increasing the contract not-to-exceed amount; and
- F. On June 28, 2023, SBCTA and CONSULTANT amended the contract to exercise the fourth option year, extending the Contract Term through June 30, 2024; and
- G. SBCTA and CONSULTANT desire to add five additional option years, extending the Contract Term through June 30, 2029 and increase the contract not-to-exceed amount by \$66,676; and
- H. SBCTA and CONSULTANT desire to exercise the fifth option term, extending the contract date through June 30, 2025.

**NOW, THEREFORE**, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows:

1. ARTICLE 2 is deleted in its entirety and replaced with the following:

“2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through June 30, 2025, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

2.2 SBCTA at its sole discretion may extend the original term of the Contract for nine one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not extend beyond June 30, 2029.”

2. ARTICLE 3 COMPENSATION, Section 3.2 is deleted in its entirety and replaced with the following:

“The total Contract Not-To-Exceed Amount, through Fiscal Year 2024/2025 which includes the first five Option Terms is Four Hundred Ninety-Nine Thousand, Five Hundred Ninety-Five Dollars (\$499,595). All Work provided under this Contract is to be performed as set forth in Exhibit C of Attachment 1 "Scope of Work," and shall be reimbursed pursuant to Exhibit B of Attachment 1 "Price Form." The rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B of Attachment 1 "Price Form". Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the current authorized rates for state employees under the State Department of Human Resources rules located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B of Attachment 1 "Price Form" or agreed to and approved by SBCTA as required under this Contract.”

3. Exhibit B.2, “Cost Proposal Form” attached hereto and incorporated herein, is added to Exhibits B and B.1 to Attachment 1.
4. The Recitals set forth above are incorporated herein by this reference.
5. Except as amended by this Amendment No. 6, all other provisions of the Contract, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
6. This Amendment No. 6 is effective upon execution by SBCTA.

-----SIGNATURES ARE ON THE FOLLOWING PAGE -----

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 6 below.

**TRAPEZE SOFTWARE GROUP, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
William R. Delaney  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Geoff Allan  
Chief Financial Officer

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Attachment: 17-1001683-6 (9617 : Regional Rideshare and Vanpool Software Contracts)



## Contract 17-1001683, Exhibit B.2 “Cost Proposal Form”

## 2.0 Long-Term Support

Item	Description	RidePro Administration	RidePro Web (Vanpool Subset)	RidePro Pool Management (NTD Reporting)	RidePro Maintenance Monitoring	RidePro Business Intelligence	Total
6	Software Maintenance (Option Year 5)	\$8,965	\$3,210	\$5,015	\$2,295	n/a	\$19,485
1	Software Maintenance (Option Year 6)	\$9,413	\$3,371	\$5,266	\$2,410	n/a	\$20,460
1	Software Maintenance (Option Year 7)	\$9,884	\$3,540	\$5,529	\$2,531	n/a	\$21,484
1	Software Maintenance (Option Year 8)	\$10,378	\$3,717	\$5,805	\$2,658	n/a	\$22,558
1	Software Maintenance (Option Year 9)	\$10,897	\$3,903	\$6,095	\$2,791	n/a	\$23,686

Item	Description	RidePro Administration	RidePro Web (Vanpool Subset)	RidePro Pool Management (NTD Reporting)	RidePro Maintenance Monitoring	RidePro Business Intelligence	Total
7	Software Hosting (Option Year 5)	\$3,760	\$890	\$315	\$315	\$4,640	\$9,920
7.a	3 year security certificate for client provided domain name and associated DNS services	\$368					\$368
2	Software Hosting (Option Year 6)	\$3,948	\$935	\$331	\$331	\$4,872	\$10,417
2	Software Hosting (Option Year 7)	\$4,145	\$982	\$348	\$348	\$5,116	\$10,939
2	Software Hosting (Option Year 8)	\$4,352	\$1,031	\$365	\$365	\$5,372	\$11,485
2.a	3 year security certificate for client provided domain name and associated DNS services	\$386					\$386
2	Software Hosting (Option Year 9)	\$4,570	\$1,083	\$383	\$383	\$5,641	\$12,060
Total							\$163,248

The pricing under this Exhibit corresponds to the annual periods listed hereunder only. Upon expiry of Year 2029 annual term, the provision of ongoing Software maintenance support and Hosting Services by CONSULTANT shall be subject to program availability and CONSULTANT’s then current annual pricing.

## General Contract Information

Contract No: 24-1003066 Amendment No.: \_\_\_\_\_

Contract Class: Receivable Department: Transit

Customer ID: LACMTA Customer Name: Los Angeles County Metropolitan Transportation Authority

Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 24-1003067, 24-1003065, 24-1003068

Dollar Amount							
Original Contract		\$	1,123,986.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,123,986.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,123,986.00

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 12/6/2023 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Local

Services

N/A

## Accounts Receivable

Total Contract Funding: \$ 1,123,986.00 Funding Agreement No: 24-1003066

Beginning POP Date: 7/1/2024 Ending POP Date: 6/30/2029 Final Billing Date: 12/31/2029

Expiration Date: 6/30/2029 Fund Admin: Yes

Parent Contract 24-1003066 PM Description Rideshare Software LA Metro Funds

Z-Related Contracts 24-1003066

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 6010	30	0314	0320	42904006	1,123,986.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003066 - LACMTA (9617 : Regional Rideshare and Vanpool Software Contracts)

## General Contract Information

Contract No: 24-1003067 Amendment No.: \_\_\_\_\_

Contract Class: Receivable Department: Transit

Customer ID: OCTA Customer Name: Orange County Transportation Authority

Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 24-1003066, 24-1003065, 124-1003068

Dollar Amount							
Original Contract		\$	369,037.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment			
Total/Revised Contract Value		\$	369,037.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	369,037.00

## Contract Authorization

Board of Directors Date: 12/6/2023 Committee Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Local

Services

N/A

## Accounts Receivable

Total Contract Funding: \$ 369,037.00 Funding Agreement No: 24-1003066

Beginning POP Date: 7/1/2024 Ending POP Date: 6/30/2029 Final Billing Date: 12/31/2029

Expiration Date: 6/30/2029 Fund Admin: Yes

Parent Contract 24-1003066 PM Description Rideshare Software OCTA Funds

Z-Related Contracts 24-1003067

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 6010	30	0314	0320	42901005	369,037.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003067- OCTA [Revision 1] (9617 : Regional Rideshare and Vanpool Software Contracts)

## General Contract Information

Contract No: 24-1003065 Amendment No.: \_\_\_\_\_

Contract Class: Receivable Department: Transit

Customer ID: RCTC Customer Name: Riverside County Transportation Commission

Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 24-1003067, 24-1003066, 24-1003068

Dollar Amount							
Original Contract		\$	436,694.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	436,694.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	436,694.00

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 12/6/2023 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Local \_\_\_\_\_ Services \_\_\_\_\_ N/A \_\_\_\_\_

## Accounts Receivable

Total Contract Funding: \$ 436,694.00 Funding Agreement No: 24-1003066

Beginning POP Date: 7/1/2024 Ending POP Date: 6/30/2029 Final Billing Date: 12/31/2029

Expiration Date: 6/30/2029 Fund Admin: Yes

Parent Contract 24-1003066 PM Description Rideshare Software RCTC Funds

Z-Related Contracts 24-1003065

Sub-							Sub-						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Task	Revenue	Total Contract Funding:	
GL: 6010	30	0314	0320	42902013	436,694.00		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003065 - RCTC [Revision 1] (9617 : Regional Rideshare and Vanpool Software Contracts)

## General Contract Information

Contract No: 24-1003068 Amendment No.: \_\_\_\_\_

Contract Class: Receivable Department: Transit

Customer ID: VCTC Customer Name: Ventura County Transportation Commission

Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 24-1003066, 24-1003067, 24-1003065

Dollar Amount							
Original Contract		\$	109,636.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	109,636.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	109,636.00

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 12/6/2023 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Local

Services

N/A

## Accounts Receivable

Total Contract Funding: \$ 109,636.00 Funding Agreement No: 24-1003066

Beginning POP Date: 7/1/2024 Ending POP Date: 6/30/2029 Final Billing Date: 12/31/2029

Expiration Date: 6/30/2029 Fund Admin: Yes

Parent Contract 24-1003066 PM Description Rideshare Software VCTC Funds

Z-Related Contracts 24-1003068

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 6010	30	0314	0320	42909024	109,636.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003068 - VCTC [Revision 1] (9617 : Regional Rideshare and Vanpool Software Contracts)

## AGREEMENT NO. 24-1003066

### REGIONAL RIDESHARE SOFTWARE AGREEMENT

This Agreement for Services (“AGREEMENT”) is entered into between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), Orange County Transportation Authority (“OCTA”), Riverside County Transportation Commission (“RCTC”), San Bernardino County Transportation Authority (“SBCTA”) and the Ventura County Transportation Commission (“VCTC”) (each individually a “Party” and collectively the “Parties”) for the Provision of the Regional Rideshare Software (the “Project”).

1. **WHEREAS**, SBCTA has entered into Contract No. 19-1002203 with Trapeze Software Group, Inc. (“Trapeze”), whereby Trapeze provides services and licenses software to support a regional rideshare database (“Regional Rideshare Software”); and
2. **WHEREAS**, the Parties desire to enter into this AGREEMENT for SBCTA’s provision of the Regional Rideshare Software as part of the effort to continue coordination of regional rideshare services; and
3. **WHEREAS**, the goal of the Project is to maintain and enhance the Regional Rideshare Software, which is necessary to encourage commuters to carpool, vanpool, take bus and rail, telecommute, bike and walk to Southern California worksites; and
4. **WHEREAS**, the Parties under a separate Memorandum of Understanding have consolidated their rideshare databases into a single, 5-county regional rideshare database (“Consolidated Database”) to better serve the traveling population of the region; and
5. **WHEREAS**, SBCTA has agreed to perform services necessary to implement the Project on the terms and conditions contained herein;

NOW, THEREFORE, the Parties to this AGREEMENT agree to the following terms and conditions:

#### 1. **SCOPE OF SERVICES**

- A. The Parties understand and agree that LACMTA, OCTA, RCTC and VCTC are intended third-party beneficiaries of the Regional Rideshare and Vanpool Program Online System Agreement dated September 5, 2019 (Contract No. 19-1002203), as amended, between SBCTA and Trapeze Software Group, Inc. (“Trapeze”). The foregoing referenced Agreement, attached as Attachment A, is referred to herein as the ‘Software Agreement.’ The Parties agree to comply with Attachment 1, Software License and Maintenance Agreement, to the Software Agreement. SBCTA and its subcontractors shall furnish all technical and professional services necessary to fully and adequately perform the tasks set forth in Exhibit C of the Software Agreement (the “Services”).
- B. SBCTA shall perform the Services in accordance with the Budget attached as Attachment

B to this AGREEMENT. A Party(s) may request a modification to the Regional Rideshare Software as further outlined in Section 10 and SBCTA may release contingency funds as allocated in the budget, provided the Party requesting the modification provides written approval of such release of contingency, and further provided the total budget amount is not exceeded.

- C. SBCTA understands that some Party(s) may utilize Congestion Mitigation & Air Quality (“CMAQ”) Funding for this Project and will administer the Project in accordance with CMAQ Guidelines, as adopted or amended.

## **2. TERM**

- A. This AGREEMENT shall commence upon execution by SBCTA, and terminate on June 30, 2029, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity obligations hereunder shall survive termination of this AGREEMENT.
- B. All eligible Project expenses as outlined in this AGREEMENT shall be reimbursed in accordance with the terms and conditions of this AGREEMENT unless otherwise agreed to by the Parties in writing.
- C. Should a Party(s) determine there are insufficient Funds available for the Project or wish to terminate this AGREEMENT for convenience, the terminating Party(s) may terminate their participation in the AGREEMENT by giving written notice to each Party by April 1<sup>st</sup> of each year. The termination date will be effective as of July 1<sup>st</sup> of the same year the written notice was provided. If a Party terminates its participation in the AGREEMENT pursuant to this section, the terminating Party(s) will not reimburse SBCTA any costs incurred after the termination date, except Trapeze Work Orders approved by the terminating Party(s) prior to the termination notice, for which work has commenced by Trapeze. The terminating Party(s) share of these costs will be consistent with the established funding percentages outlined in the AGREEMENT.

## **3. PAYMENT OF COMPENSATION**

LACMTA, OCTA, RCTC and VCTC shall reimburse SBCTA for the amounts set forth below (the “Funds”) and as further identified in Attachment B, for the Project:

- A. LACMTA shall reimburse SBCTA an amount not to exceed ONE MILLION, ONE HUNDRED TWENTY-THREE THOUSAND, NINE HUNDRED EIGHTY-SIX DOLLARS (\$1,123,986) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- B. OCTA shall reimburse SBCTA an amount not to exceed THREE HUNDRED SIXTY-NINE THOUSAND, THIRTY-SEVEN DOLLARS (\$369,037) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.

- C. RCTC shall reimburse SBCTA FOUR HUNDRED THIRTY-SIX THOUSAND, SIX HUNDRED NINETY-FOUR DOLLARS (\$436,694) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- D. SBCTA shall be responsible for an amount not to exceed THREE HUNDRED SIXTEEN THOUSAND, FOUR HUNDRED SEVENTY-THREE DOLLARS (\$316,473) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- E. VCTC shall reimburse SBCTA an amount not to exceed ONE HUNDRED NINE THOUSAND, SIX HUNDRED THIRTY-SIX DOLLARS (\$109,636) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- F. All costs, if any, associated with the initial implementation of the Consolidated Database will be at no cost to LACMTA, OCTA and VCTC. RCTC and SBCTA will share the initial costs associated with the Consolidated Database as outlined in this AGREEMENT.
- G. The Parties shall jointly fund the Project and contribute their share of the Project as outlined in Attachment B.
- H. All disbursements of Funds shall be on a reimbursement basis only. Such disbursements of Funds shall be considered an estimate subject to adjustment based on any Party's audit results.
- I. Under no circumstances will the total amount of money paid to SBCTA for the Services exceed the Funds, unless otherwise agreed to by the Party(s) in writing.

#### **4. INVOICING**

- A. All invoices will be provided to LACMTA, OCTA, RCTC and VCTC on a quarterly basis for only those quarters in which Services have been rendered. The quarterly invoice shall include all appropriate documentation (such as contractor invoices, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project.
- B. LACMTA, OCTA, RCTC and VCTC shall make payment to SBCTA within forty-five (45) calendar days after receipt of SBCTA's invoice prepared in accordance with instructions above.



*Invoices shall be addressed to:*

**LACMTA**

Accounts Payable  
P.O. Box 512296  
Los Angeles, CA 90051-0296  
[AccountsPayable@metro.net](mailto:AccountsPayable@metro.net)  
Re: AGREEMENT 24-1003066

**OCTA**

Accounts Payable  
P.O. Box 14184  
Orange, CA 92863-1584  
[vendorinvoices@octa.net](mailto:vendorinvoices@octa.net)  
Re: AGREEMENT 24-1003066

**RCTC**

Accounts Payable  
PO BOX 12008  
Riverside, CA 92502-2208  
[ap@rctc.org](mailto:ap@rctc.org)  
Re: AGREEMENT 24-1003066

**VCTC**

Commuter Services  
751 E. Daily Drive #420  
Camarillo 93010  
[cgrasty@goventura.org](mailto:cgrasty@goventura.org)  
Re: AGREEMENT 24-1003066

*Payments shall be addressed to:*

**SBCTA**

1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410

**5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS**

- A. LACMTA, OCTA, RCTC and VCTC, and/or their designee(s), shall have the right to conduct audits of the Project, as deemed appropriate. LACMTA, OCTA, RCTC and VCTC may commence a final audit within six months of receipt of acceptable final invoice. SBCTA agrees to establish and maintain proper accounting and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). SBCTA shall reimburse LACMTA, OCTA, RCTC and VCTC for any expenditure not in compliance with the Scope of Services and/or not in compliance with other terms and conditions as defined by this AGREEMENT. SBCTA's expenditures submitted to LACMTA, OCTA, RCTC and VCTC for this project shall be in compliance with 2 CFR Subtitle A, Chapter II Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A87).
- B. SBCTA's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements) and invoices (all collectively referred to as "Records"), which Records shall be open to inspection and subject to audit and reproduction by LACMTA, OCTA, RCTC and VCTC auditors or authorized representatives to the extent deemed necessary by LACMTA, OCTA, RCTC and VCTC to adequately permit evaluation of expended costs. These records must be retained by SBCTA for three years following final payment under this AGREEMENT.

## 6. DEFAULT

A Default under this AGREEMENT is defined as failure of a Party(s) to comply with the terms and conditions contained herein including but not limited to: (i) A Party(s) fails to comply with Attachment 1 to the Software Agreement; (ii) A Party(s) authorizes a Trapeze Work Order as noted in Section 10 without SBCTA participation; (iii) SBCTA authorizes a Trapeze Work Order as noted in Section 10 prior to obtaining written approval from the Party(s).

A waiver by a Party(s) of one default of another Party(s) shall not be considered to be a waiver of any subsequent default of the other Party(s), or of any other Party(s), of the same or any other provision, nor be deemed to waive, amend, or modify this AGREEMENT.

## 7. REMEDIES

- A. In the event of a Default by a Party(s), the non-Defaulting Party(s) shall provide written notice of such Default to the Defaulting Party(s) identifying the Default and providing a 30-day period in which to cure the Default. In the event the Defaulting Party(s) fails to cure the Default or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the non-Defaulting Party(s), the following shall apply:
1. If SBCTA is the Defaulting Party: (i) The non-Defaulting Party(s) may terminate their participation in this AGREEMENT; (ii) the non-Defaulting Party(s) may cease making disbursements of Funds to SBCTA, except that the non-Defaulting Party(s) shall reimburse SBCTA for Services provided prior to the event constituting the Default; and/or (iii) the non-Defaulting Party(s) may recover damages and/or expenses from SBCTA's default to the extent allowed by law or in equity.
  2. If LACMTA, OCTA, RCTC or VCTC is the Defaulting Party: (i) SBCTA may cease the provision of the Services to the Defaulting Party(s); and /or (ii) SBCTA may recover damages and/or expenses resulting from the Defaulting Party(s) to the extent allowed by law or in equity.
- B. The remedies described herein are non-exclusive. The Party(s) shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## 8. COMMUNICATIONS

- A. The Parties shall ensure that all Communication Materials (as defined in 8.B.) contain recognition of the Parties' contribution to the Project. The Parties shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by LACMTA, OCTA, RCTC, SBCTA and VCTC" or alternative acceptable minimum language as approved in writing by the Parties; and (ii) the Parties' logos, with the exception of press releases, which do not require the Parties' logos. Prior to use in Communications Materials, each Party shall verify and approve, in writing, the correct logo.

- B. For purposes of this AGREEMENT, “Communications Materials” include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.
- C. The Parties shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired by a Party(s) to produce Communications Materials related to this Project will comply with the requirements contained in this Section.

## **9. OWNERSHIP OF MATERIALS/EQUIPMENT/CONFIDENTIALITY/USE OF DATA**

- A. Ownership and Use Rights. Ownership and the right to use all documents, Data, Software or Successor Software (as defined in Section 10), and materials shall be in accordance with the Software Agreement. This AGREEMENT does not confer upon any Party any right or interest in any other Party’s collected or owned technical data.
- B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials, either created by or provided to a Party in connection with the performance of this AGREEMENT, shall be held confidential by that Party. No other Party shall use such materials for any purposes, other than the performance of the Services, without the prior written consent of the Party from which the materials were obtained. Nor shall such materials be disclosed to any person or entity for any purpose other than the performance of the Services. Nothing furnished to a Party which is otherwise known to another Party or is generally known, or has become known, to the related industry shall be deemed confidential. Except as required by Section 8 of this AGREEMENT, the Parties shall not use any other Party’s name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of that Party.

## **10. SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE**

- A. Software Licensing for the Regional Rideshare Software and products required under this AGREEMENT shall be in accordance with the Software Agreement; in the event of a conflict between the provisions of this AGREEMENT and the Software Agreement, the provisions of the Software Agreement shall control. For the purposes of this AGREEMENT, the below terms are defined as follows:
  - 1. Software: The software programs and products or, if the Regional Rideshare Software is replaced, the successor software programs and products, provided such successor software at a minimum performs the same functions as the Regional Rideshare Software, that are licensed to the Parties or to be developed per the Software or Successor Software Module Enhancements noted in the paragraph below and delivered by SBCTA or its subcontractors to the Parties under the AGREEMENT.
  - 2. Software or Successor Software Enhancements: Enhancements or modifications

including but not limited to adding features or modules that are not provided under the Software Agreement and that are made to Software or the Successor Software modules by SBCTA or its subcontractors that are funded by a Party(s) or collectively the Parties hereunder for the Project.

3. Data: The information, whether in hard copy, database, keypunch or other formats, which is used as input to the Software or Successor Software or which is or has been generated, collected, analyzed, created, prepared or developed by SBCTA, or its respective subcontractors for the performance of the Project which is funded hereunder.

- B. A Party(s) may request that SBCTA's subcontractors generate Software or Successor Software Enhancements using contingency funds identified in the Budget, Attachment B. The requesting Party(s) may work directly with SBCTA's subcontractors to develop a Work Order for the requested modification(s), but the Work Order provided by SBCTA's subcontractors shall be approved and signed by SBCTA to ensure there is sufficient budget for the enhancement(s). The cost share of the Work Order will be determined based on the number of participating Party(s). If there is only one participating Party, the cost will be the sole responsibility of that Party. If multiple Party(s) participate, the cost will be shared by population share of the participating Party(s) or as otherwise agreed by the participating Party(s). The cost share for each Work Order will be outlined and attached to the Work Order, along with the written approval of all participating Parties, including SBCTA.

The following shall apply for the Software or Successor Software and when any Enhancements (Software or Successor Software) developed for the Project:

1. SBCTA's subcontractors shall deliver the Software or Successor Software and Software or Successor Software Enhancements electronically to the Party(s)' online websites. The Party(s) shall hold the Software or Successor Software and Software or Successor Software Enhancements, and other written or electronic materials provided by SBCTA's subcontractors, in confidence, shall use and disclose them only as expressly authorized herein and only to its employees, consultants, agents or sublicensees to whom disclosure is necessary for the performance and exercise of its rights hereunder, or as otherwise required by law, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.

2. The Party(s) shall not sell, license or otherwise transfer any interest in the Data, Software or Successor Software, Software or Successor Software Enhancements, or other materials developed for utilization in the Project, without the prior written permission of each of the Party(s).

## **11. SUBCONTRACTORS**

SBCTA shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Parties. The Parties understand and agree that Trapeze will be a subcontractor for services under this AGREEMENT, unless the Software is at some time replaced with Successor Software. If SBCTA desires to extend or enter

a new agreement with Trapeze beyond the terms identified in Section 2 of this AGREEMENT, written approval of the Parties is required.

## **12. INDEMNIFICATION**

- A. No Party, nor any officers, directors, employees or agents thereof, is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under or in connection with any work, authority or jurisdiction delegated to any other Party under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, each Party shall fully defend, indemnify and save harmless all other Parties, and their officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority or jurisdiction delegated to the indemnifying Party under this AGREEMENT. This provision shall survive termination of this contract.

## **13. INSURANCE**

- A. Without in any way affecting the indemnity provisions identified in this AGREEMENT, the Parties shall, at their own sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this AGREEMENT and shall be in coverage types and no less than amounts identified below in this section. Any Party that is a self-insured public entity for purposes of the liabilities identified in this section warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.

SBCTA agrees to require Trapeze to add LACMTA, OCTA, RCTC, SBCTA and VCTC as additional insureds to all insurance coverages required under SBCTA Contract No. 19-1002203, to the extent not prohibited by the California Insurance Code or any other law. Should SBCTA enter a new contract for Successor Software, said contract shall contain, at the minimum, the same insurance requirements.

1. *Commercial General Liability* - To include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.
2. *Network and Privacy Insurance* – Each of the Parties shall carry Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, protecting itself and each Party from the following exposures related to this Agreement:



- (i) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and
  - (ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.
  - (iii) If such insurance is maintained on an occurrence basis, the Parties shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, the Parties shall maintain such insurance for an additional period of three years following the end of the applicable Term.
- B. Proof of Coverage – SBCTA shall furnish certificates of insurance or letters of self-insurance to the other Parties, and the other Parties shall furnish certificates of insurance or letters of self-insurance to SBCTA evidencing the insurance coverage, or acknowledging self-insurance, as required above prior to the commencement of performance of service hereunder, and such certificates shall include the other Party as an additional insured on all insurances. The Parties agree that any self-insurance shall provide the same levels of coverage as a commercial insurance policy. The self insured Party is agreeing to step in and act as the insurer. The certificates of insurance must be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. Any letter of self-insurance must be signed by an executive level employee who possesses the appropriate authority to make such representation. If the insurance company elects to cancel or non-renew coverage for any reason, the responsible Party will provide 30 days' notice of such cancellation or nonrenewal to the other Party. If a Party's policy is cancelled for nonpayment of premium, the applicable Party shall provide the other Party ten (10) days' notice. All certificates of insurance are to include the contract number and Program Manager's name.

#### 14. KEY PERSONNEL AND NOTICES

- A. The Parties have designated the following as key personnel for the Project and will provide written email notice of any key Project staffing changes or other notifications required in this AGREEMENT.

<b>LACMTA:</b> Martin Buford Sr. Manager, Transportation Planning Shared Mobility & Implementation <a href="mailto:BufordM@metro.net">BufordM@metro.net</a>	<b>OCTA:</b> Kristopher Hewkin Marketing Specialist – Vanpool <a href="mailto:khewkin@octa.net">khewkin@octa.net</a>
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<b>RCTC:</b> Brian Cunanan Program Manager, Commuter & Motorist Assistance <a href="mailto:bcunanan@rctc.org">bcunanan@rctc.org</a>	<b>SBCTA:</b> Nicole Soto Multimodal Mobility Programs Administrator, Transit & Rail <a href="mailto:nsoto@gosbcta.com">nsoto@gosbcta.com</a>
<b>VCTC:</b> Claire Grasty Director of Transit, Regional Planning, Rail and TDA Programs <a href="mailto:cgrasty@goventura.org">cgrasty@goventura.org</a>	

- B. Any and all notices permitted or required to be given hereunder shall be deemed duly given and received (a) upon actual delivery, if delivery is personally made or if made by email during regular business hours, or (b) the first business day following delivery by email when not made during regular business hours. Each such notice shall be sent to the respective Party(s) at the email address indicated above or to any other email address as the respective Party(s) may designate from time to time by a notice given in accordance with this Section. A Party shall notify all other Parties of any contact information changes within five (5) business days of the change.

## 15. **OTHER TERMS AND CONDITIONS**

- A. This AGREEMENT shall not be amended, nor any provisions or breach hereof waived, except by written Amendment signed by the Parties.
- B. In the event that there is any court (e.g., Superior Court of the State of California or U.S. District Court for the Central District of California) proceeding between the Parties to enforce or interpret this AGREEMENT or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- C. No Party(s) hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, pandemics, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other Parties of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this AGREEMENT.
- D. SBCTA shall comply with and ensure that work performed under this AGREEMENT is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

- E. No Party shall assign this AGREEMENT, or any part hereof, without prior written approval of all other Parties, and any assignment without said consent shall be void and unenforceable.
- F. This AGREEMENT shall be governed by California law. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The covenants and agreements of this AGREEMENT shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.
- H. In the performance of the work described in this AGREEMENT, SBCTA is not a contractor nor an agent or employee of LACMTA, OCTA, RCTC or VCTC. SBCTA attests to no organizational or personal conflicts of interest and agrees to notify LACMTA, OCTA, RCTC and VCTC immediately in the event that a conflict, or the appearance thereof, arises. SBCTA shall not represent itself as an agent or employee of LACMTA, OCTA, RCTC or VCTC and shall have no powers to bind LACMTA, OCTA, RCTC or VCTC in contract or otherwise.
- I. This AGREEMENT may be executed in counterparts, each of which shall constitute an original. A manually signed copy of this AGREEMENT which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this AGREEMENT for all purposes. This AGREEMENT may be signed using an electronic signature so long as the signature complies with Government Code § 16.5 and the Uniform Electronic Transactions Act, Civil Code §§ 1633.1 et seq.



IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
 Stephanie Wiggins Date  
 Chief Executive Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Dawyn R. Harrison Date  
 County Counsel

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
 Georgia Martinez Date  
 Department Manager,  
 Contracts and Procurement

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 James M. Donich Date  
 General Counsel

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
 Anne Mayer Date  
 Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Best Best & Krieger, LLP Date

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**APPROVED AS TO FORM:**

By: Julianna K. Tillquist Date \_\_\_\_\_  
General Counsel

ve Director

**AS TO FORM:**

---

a K. Tillquist  
Counsel

Date

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**VENTURA COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
 Martin Erickson Date  
 Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Steven T. Mattas Date  
 Legal Counsel

**ATTACHMENT A – SOFTWARE AGREEMENT**

DRAFT

Attachment: 24-1003066 Agreement Regional Software MOU (9617 : Regional Rideshare and Vanpool Software Contracts)

**CONTRACT NO. 19-1002203****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****TRAPEZE SOFTWARE GROUP, INC. DBA TRIPSPARK TECHNOLOGIES****FOR****REGIONAL RIDESHARE AND VANPOOL PROGRAM ONLINE SYSTEM**

This contract (referred to as "Contract"), is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA" or "Licensee"), whose address is 1170 W 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Trapeze Software Group, Inc dba TripSpark Technologies ("CONSULTANT" or "TripSpark") whose address is 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402 SBCTA and CONSULTANT are each a "Party" and collectively the "Parties"

**RECITALS:**

**WHEREAS**, SBCTA requires Work as described in Exhibit C of Attachment 1 to this Contract and,

**WHEREAS**, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein, and

**WHEREAS**, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein, and

**WHEREAS** CONSULTANT permits SBCTA the right to sublicense the Software, identified in Exhibit A of Attachment 1, to Riverside County Transportation Commission (RCTC), located at 4080 Lemon Street, 3<sup>rd</sup> Floor, Riverside, California 92501 (hereinafter referred to as "Sublicensee") .Access and use of the Software identified in Exhibit A of Attachment 1, by Sublicensee, shall be strictly in accordance with the terms of the Agreement.

**NOW, THEREFORE**, the Parties agree as follows

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit C of Attachment 1 "Scope of Work", ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, and in accordance with the terms and conditions expressed herein.
- 1.2 SBCTA's Project Manager for this Contract is Nicole Soto, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee The Project Manager shall have authority to act on behalf of SBCTA

in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself

## ARTICLE 2. CONTRACT TERM

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through June 30, 2022, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2024

## ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work identified herein and in compliance with all the terms and conditions of this Contract, shall be on a Firm Fixed Fee basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below
- 3.2 The total Contract Not-To-Exceed Amount is Three Hundred Fifty Thousand Dollars (\$350,000), excluding option years as identified under Exhibit B, Attachment 1 of Software License and Maintenance Agreement. All Work provided under this Contract is to be performed as set forth in Exhibit C of Attachment 1 "Scope of Work," and shall be reimbursed pursuant to Exhibit B of Attachment 1 "Price Form." The rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B of Attachment 1 "Price Form." Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the current authorized rates for state employees under the State Department of Human Resources rules located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B of Attachment 1 "Price Form" or agreed to and approved by SBCTA as required under this Contract.
- 3.3 *Intentionally Omitted*
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
  - 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 3.4.2. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR Part



200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.

- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3 6 All subcontracts in excess of \$25,000 shall contain the above provisions

#### **ARTICLE 4. INVOICING**

- 4 1 Payment to CONSULTANT as provided herein shall be payable in monthly or annual billing period payments, forty-five (45) calendar days after receipt of an accurate invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 All invoices shall be accompanied by documentation supporting each milestone measurement and/or associated cost as identified under Exhibit B, of Attachment 1, Software License and Maintenance Agreement. Each invoice will be for a monthly or annual billing period and will be marked with SBCTA's contract number, and description if applicable. Invoices shall be submitted within thirty (30) calendar days for the period covered by the invoice. Invoices are a request for payment for Work completed by CONSULTANT during each billing period and CONSULTANT shall provide back-up information reasonably sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Article 4 may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. Invoices should be e-mailed to SBCTA at the following address  
[ap@gosbcta.com](mailto:ap@gosbcta.com)
- 4 3 *Intentionally Omitted*
- 4 4 *Intentionally Omitted*
- 4.5 No payment will be made for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until such amendment is approved by SBCTA's Executive Director or Board of Directors, pursuant to SBCTA policy.
- 4 6 *Intentionally omitted.*
- 4 7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1 subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA, as determined by a court of competent jurisdiction.

#### **ARTICLE 5 TAXES, DUTIES AND FEES**

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all a) local, municipal, State, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

## **ARTICLE 6. AVAILABILITY OF FUNDS**

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for Work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

## **ARTICLE 7. PERMITS AND LICENSES**

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

## **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection and auditing during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, both parties will make commercially reasonable efforts to come to a mutual agreement with respect to any changes. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.
- 8.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the compliance with all applicable federal, State, and local laws and regulations as it directly relates to the Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ Consultant's standard quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties,

which could pose potential risk to SBCTA or the Work, CONSULTANT shall immediately document such matters and notify SBCTA in writing. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

9 3 *Intentionally Omitted.*

9 4 *Intentionally Omitted.*

9.5 CONSULTANT shall document the results of the Work to the reasonable satisfaction of SBCTA and if applicable, the reasonable satisfaction of the Federal Transit Administration (FTA)

9 6 *Intentionally Omitted.*

9 7 *Intentionally Omitted.*

## **ARTICLE 10. REPORTING AND DELIVERABLES**

All reports and deliverables shall be submitted in accordance with Exhibit C of Attachment 1, "Scope of Work." At a minimum, CONSULTANT shall make commercially reasonable efforts to submit monthly progress reports with their monthly invoices. The progress reports shall be reasonably detailed for SBCTA to determine the completion of CONSULTANT Services pursuant to Exhibit C of Attachment 1, "Scope of Work", and to address any difficulties or problems encountered, so that SBCTA and Consultant can work towards a remedy.

## **ARTICLE 11. TECHNICAL DIRECTION**

11 1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include:

11 1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

11 1.2 Provision of written information as required by CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.

11 1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract in accordance with Exhibit C of Attachment 1, "Scope of Work."

11 1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications in its reasonable discretion and subject to mutual agreement by the Parties. Administrative modifications as defined herein are limited to substitutions of personnel identified in this Contract, including Key Personnel and subconsultants, modifications to hourly rates and classifications of personnel, and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.

11 2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

11 2.1 Increases or decreases the Scope of Work,

- 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
  - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
  - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance,
  - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein,
  - 11.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
  - 11.2.7 Approves any demand or claim for additional payment.
- 11 3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11 4 All Technical Direction shall be issued in writing by SBCTA's Project Manager
- 11 5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 11 2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall.
- 11.5 1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11 5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 12. CHANGES**

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract.

## **ARTICLE 13. CONFLICT OF INTEREST**

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest



issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

#### **ARTICLE 14 KEY PERSONNEL**

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes, and support documentation for the change in labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA, for which such consent shall not be unreasonably withheld or delayed. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA, for which such consent by SBCTA shall not be unreasonably withheld or delayed. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract. Key Personnel are

<b>Name</b>	<b>Job Classification/Function</b>
Daniel Bower	Product Manager, Rideshare
David Noal	Customer Care Manager
Brian Krasneski	Software Developer
Jamila Owens	Solutions Consultant

#### **ARTICLE 15 REPRESENTATIONS**

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional principles and standards that are generally accepted in the profession in the State of California.

#### **ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 16.1 CONSULTANT will make no claim of ownership of data contained within the Software database that was entered, supplied, developed for or originated by SBCTA or third parties on behalf of SBCTA not acting as SUBCONSULTANTS to CONSULTANT
- 16.2 All materials, documents, data, information or owned media furnished by SBCTA or Sublicensee to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA or the Sublicensee. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA who will be responsible for obtaining if needed, Sublicensee's consent.
- 16.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, subcontractors and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same,

directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same

- 16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA, for which such consent shall not be unreasonably withheld or delayed.
- 16.5 All press releases or press inquiries identifying TripSpark, including graphic display information to be published in newspapers, magazines, and other publications are to be made only by SBCTA, subject to CONSULTANT'S written approval, which shall not be unreasonably withheld.

## ARTICLE 17. CONSTRUCTION CLAIMS.

*Intentionally Omitted.*

## ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time to terminate further performance of Work by giving sixty (60) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and will preserve data contained in the Software database, pending SBCTA's instruction, and will turn over all data contained within the Software database that was entered, supplied, developed for SBCTA or Sublicensee, or originated by SBCTA or third parties on behalf of SBCTA not acting as SUBCONSULTANTS to CONSULTANT in the form of a Microsoft SQL database backup file, or other format mutually agreed upon between SBCTA and CONSULTANT at the time of termination.
- 18.1.1 CONSULTANT will deliver to SBCTA all data contained within the Software database that was entered, supplied, developed for or originated by SBCTA or third parties on behalf of SBCTA not acting as SUBCONSULTANTS to CONSULTANT. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the fees due for the Work completed and accepted pursuant to Section 4 of Attachment 1-"Software Acceptance", up until and including the effective date of termination.
- 18.1.4 CONSULTANT may terminate for convenience and may do so within nine (9) months by using commercially reasonable efforts to meet such time frame
- 18.2 Termination for Cause - In the event either Party shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against either Party or a receiver shall be appointed on account of its insolvency, or if either Party shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within thirty (30) calendar days following written notice, the non-defaulting Party may, without prejudice to any other rights or remedies it may have, and in compliance with applicable Bankruptcy Laws (a) hold in abeyance further payments to CONSULTANT, (b) stop any Work of CONSULTANT or its subconsultants

related to such failure until such failure is remedied, and/or (c) terminate this Contract by written notice to the non-defaulting Party specifying the date of termination.

18.2 1 A waiver by either Party of one default of the other Party shall not be considered to be a waiver of any subsequent default of the other Party, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.

18 3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, reasonably satisfactory in form and content to SBCTA and verified by SBCTA that CONSULTANT has completed its Work pursuant to Exhibit C to "Attachment 1" In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article

## ARTICLE 19 STOP WORK ORDER

*Intentionally Omitted*

## ARTICLE 20. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract, unless otherwise agreed to in writing by SBCTA.

## ARTICLE 21. INSURANCE

21 1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subconsultants (but only to the extent required and as applicable to fulfill its specific portion of the Work as subconsultant) of every tier performing any of the Work to procure and maintain such insurance as it is specified below

21 1 1 Professional Liability – The policies must consist of the following:

- \$1,000,000 per claim limits
- \$3,000,000 in the aggregate for all claims
- If Coverage is on a claims made basis
  - Policy shall contain a retroactive date for coverage of prior acts, this date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall either renew policy annually for three years following contract completion or if cancelled shall secure and maintain "tail" coverage for a minimum of (3) years after Contract completion.

21 1 2 Worker's Compensation/Employer's Liability Insurance – The policies must consist of the following:

- Coverage A. Statutory Benefits
- Coverage B Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. SBCTA and CONSULTANT must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3 Commercial General Liability Insurance – The policy must include the following:

- \$2,000,000 per occurrence limit/\$5,000,000 in the aggregate for property damage or bodily injury
- \$1,000,000 per occurrence limit/\$2,000,000 in the aggregate for personal injury and advertising injury
- \$2,000,000 per occurrence limit for products/completed operations coverage. Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- The project name must be indicated under "Description of Operations/Locations."
- The policy shall be endorsed to provide "This insurance will be primary and noncontributory with any other insurance of the additional insureds."

All commercial general liability insurance policies shall also include premises-operations (including explosion, collapse and underground coverage) and products-completed operations coverage, severability of interests (full separation of insureds), contractual liability coverage (including coverage to the maximum extent possible for the indemnifications contained in this Contract), broad form property damage coverage (including completed operations), and a duty to defend within the limits of the policy(ies).

21.1.4 Umbrella/Excess CGL Insurance – The policy must include the following:

- \$5,000,000 umbrella or excess liability for any project with a Contract value of \$25,000,000 or less
- Combined total for Commercial General Liability and Excess Liability limits of \$25,000,000 will be required for projects with a Contract value in excess of \$25,000,000
- The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

21.1.5 Commercial Auto Insurance – The policy must include the following:

- Auto Liability limits of not less than \$5,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include owned autos, hired or non-owned autos

The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent reasonably acceptable to SBCTA and shall consist of contractual liability coverage and additional insured status for the Additional Insureds named below. CONSULTANT waives all rights of subrogation against the Additional Insureds named below, for recovery of loss,



injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance required herein.

#### 21.1.6 Pollution Liability

##### *Intentionally Omitted*

21.1.7 Network and Privacy Insurance. CONSULTANT shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, following third party exposures relating to performance negligence or willful misconduct under this Agreement:

- (i) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, driver license, and confidential corporate information) Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach, and
- (ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, CONSULTANT shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the applicable Term.

#### 21.2 General Provisions

21.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VII or better

21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority, and its officers, directors, members, employees, and volunteers, as additional insureds ("Additional Insureds") The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy

21.2.3 Proof of Coverage. Evidence of insurance in a form reasonably acceptable to SBCTA's Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies Certificate(s) of insurance, as evidence of the required insurance shall be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article, set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days, which shall be provided pursuant to subsection 21.2.3.1

21.2.3.1 CONSULTANT shall provide SBCTA redacted copies of insurance policies not later than ten (10) business days after SBCTA gives CONSULTANT written notice of the occurrence of any of the following: (i) the insurance carrier issuing the policy failed to, unconditionally and without reservation of rights, accept SBCTA's tender of a claim or defend a claim, against SBCTA or an additional insured, within fifteen (15) calendar days of SBCTA's notice to the policy insurance carrier of such claim, (ii) CONSULTANT fails to provide SBCTA throughout the term of the Contract the required evidence of insurance under an insurance policy; (iii) CONSULTANT fails to cure a material breach under Article 21 relating to an insurance policy; or (iv) a subpoena or court order requires production of such copy

21.2.3.2 "Redacted copy" under subsection 21.2.3.1 above means a full and complete copy with the following information removed. Premiums, rating data, data or information specifically related to services provided by CONSULTANT to other customers, other projects, or under other contracts

21.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants to pay, all deductibles, self-insured retentions, co-pay obligations, premiums and any other sums due under the insurance required in this Article. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible or self-insured retention, or as to any increase in any insurance deductible or self-insured retention under any insurance required above. There will be no deductibles in excess of \$500,000 per occurrence, loss or claim under the insurance required of CONSULTANT or any subconsultants. There will be no self-insured retentions. SBCTA will have the right, but not the obligation, to pay any deductible or self-insured retention due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, self-insured retention or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed to be primary coverage, and any coverage carried by any of the Additional Insureds named herein shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants', automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds. Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) working days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one (1) business day after CONSULTANT receives it by submitting it to SBCTA at [procurement@gosbcta.com](mailto:procurement@gosbcta.com) to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U S Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract including but not limited to its obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all sub-consultants to cover their services performed under this Contract. CONSULTANT may reduce the types and amounts of insurance limits provided by sub-consultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. *Intentionally Omitted*
- 21.2.12 Special Risks or Circumstances. SBCTA reserves the right to request a modification to any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## ARTICLE 22. INDEMNITY

22.1 *Intentionally omitted.*

- 22.2 CONSULTANT agrees to indemnify and defend (with legal counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, its officers, directors, members, employees and volunteers (collectively, the "Indemnitees"), from any and all third party claims, actions, losses, damages and/or liability ("Claims") resulting from Consultant or any of its officers, employees, and subconsultants' negligence or willful misconduct which causes loss of life,

or bodily injury to persons or direct damage to tangible property CONSULTANT's obligations under this Article 22 are subject to the following limitations

1. The Parties do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. SBCTA's only remedy for breach of warranty is for breach of contract under the terms of this Agreement. This clause does not, however, preclude a claim for fraud.
- ii. CONSULTANT does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the Internet or any information stored in any system connected to the Internet. CONSULTANT shall not be responsible for any Claims arising out of or in any way related to SBCTA's connection to or use of the Internet.
- iii. CONSULTANT will not be liable to SBCTA or any third party for any Claims arising out of or in any way related to (a) SBCTA's use of map or geographical data, owned by SBCTA or any third party, in conjunction with the Software or otherwise, or (b) SBCTA's use of the Software insofar as it may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law
- iv. CONSULTANT's liability for any Claims arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement), other than Claims for bodily injury, death or damage to tangible property, or for Claims arising from the gross negligence, fraudulent misrepresentation, or other willful misconduct, is limited to the amount of the Software license fees paid for the Software product that is the subject of the Claim.
- v. Neither Party will be liable to the other for any incidental, consequential or special damages, nor for loss of profits, anticipated savings, business opportunity, goodwill or loss of information.

## **ARTICLE 23. ERRORS AND OMISSIONS**

*Intentionally Omitted*

## **ARTICLE 24. OWNERSHIP OF DOCUMENTS**

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of the CONSULTANT when prepared, whether delivered to SBCTA or not pursuant to this Contract. However, CONSULTANT will make no claim of ownership of data contained within the Software database that was entered, supplied, developed for or originated by SBCTA or third parties on behalf of SBCTA not acting as SUBCONSULTANTS to CONSULTANT

## **ARTICLE 25. SUBCONTRACTS**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant, for which approval shall not be unreasonably withheld



or delayed. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier

- 25 2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25 3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

## **ARTICLE 26. INSPECTION OF OPERATIONS**

*Intentionally Omitted*

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

## **ARTICLE 28. ATTORNEY'S FEES**

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

## **ARTICLE 29. GOVERNING LAW AND VENUE**

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

## **ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS**

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations as they apply to the Work.

### ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of the Contract Articles, Attachment 1-“Software License and Maintenance Agreement” and the following exhibits to Attachment 1 Exhibit A of Attachment 1 - Licensed Software, Exhibit B - Cost Proposal, Exhibit C - Scope of Work, Exhibit D - Hosting Services, and Exhibit E-Third Party Licensed Services Terms, all of which are incorporated in this Contract by this reference.
- 31.2 In the event of conflict between the Contract Articles and Attachment 1 and its Exhibits, the following order of precedence shall apply: first, the Contract Articles, second, Attachment 1- Software License and Maintenance Agreement; third, Exhibit A of Attachment 1- “Licensed Software”, fourth, Exhibit C of Attachment 1-“Scope of Work”, fifth, Exhibit B of Attachment 1- “Cost Proposal”, and last, Exhibit D of Attachment 1-“Hosting Services”
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and both parties shall make good faith efforts to reach an amicable resolution of the conflict.

### ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received. (a) upon actual delivery, if delivery is personally made or if made by email to [nsoto@gosbcta.com](mailto:nsoto@gosbcta.com) and [procurement@gosbcta.com](mailto:procurement@gosbcta.com) during regular business hours, (b) the first business day following delivery by email when made not during regular business hours, or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To TRIPSPARK TECHNOLOGIES	To SBCTA
5265 Rockwell Drive NE	1170 W 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor
Cedar Rapids, Iowa 52402	San Bernardino, CA 92410-1715
Attn: Mary Pavela	Attn: Nicole Soto, Project Manager
	cc: Procurement Manager
Phone: (905) 629-5456	Phone: (909) 884-8276

### ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT within 30 days of filing of the appeal, then such dispute may be reviewed by a court of competent jurisdiction.

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence, subject to CONSULTANT's reasonable discretion.

#### **ARTICLE 34. GRATUITIES**

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity

#### **ARTICLE 35. REVIEW AND ACCEPTANCE**

All Work performed by CONSULTANT shall be subject to periodic review by SBCTA at any and all places where such performance may be carried on. All Work performed by CONSULTANT shall be subject to review and acceptance by SBCTA upon completion of all Work, pursuant to Section 4 of Attachment 1-"Software Acceptance"

#### **ARTICLE 36. CONFIDENTIALITY**

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose, without prior written approval of SBCTA.

#### **ARTICLE 37. EVALUATION OF CONSULTANT**

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

#### **ARTICLE 38. SAFETY**

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract.

#### **ARTICLE 39. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq

#### **ARTICLE 40. ASSIGNMENT**

Neither Party shall assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of the other Party, for which such consent shall not be unreasonably withheld or delayed. Notwithstanding the aforementioned requirement for consent, in the event of an assignment or novation of this Contract to a CONSULTANT affiliate pursuant to a corporate reorganization, CONSULTANT shall not require SBCTA's consent but shall provide written notification of said assignment or novation. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties

#### **ARTICLE 41. DEBARMENT AND SUSPENSION CERTIFICATION**

- 41 1 CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)," as supplemented by 2 CFR Part 1200, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years, does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.
- 41.2 Exception will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 41 3 Exceptions to the System for Award Management Exclusions (SAM Exclusions) maintained by the General Services Administration are to be determined by the Federal Transportation Administration.

## **ARTICLE 42. PREVAILING WAGE RATES**

*Intentionally Omitted*

## **ARTICLE 43. CONTINGENT FEE**

CONSULTANT warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE 44. FORCE MAJEURE**

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies for the Work to be performed under this Contract.

## **ARTICLE 45. WARRANTY**

*Intentionally Omitted*

## **ARTICLE 46. CIVIL RIGHTS**

- 46 1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information,



gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. sec 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec 12132, and Federal transit law at 49 U.S.C. sec 5332, Government Code sec 12900 and Title 2 California Code of Regulations (CCR) sec 11102, and other applicable Federal, State and local laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**46.2 Equal Employment Opportunity** The following equal employment opportunity requirements apply to the underlying Contract.

**46.2.1 Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec 2000e et seq, and Federal transit laws at 49 U.S.C. sec 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect work done for the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

**46.2.2 Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec 623, and Federal transit law at 49 U.S.C. sec 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

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

**46.3** CONSULTANT shall include the requirements of this Article in each of its subcontracts.

**ARTICLE 47 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code sec 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**ARTICLE 48. CONFLICT OF INTEREST**

- 48 1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA project, which will follow
- 48.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of the Work under this Contract.
- 48 3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article
- 48 4 *Intentionally Omitted.*
- 48.5 *Intentionally Omitted.*
- 48 6 *Intentionally Omitted.*

#### **ARTICLE 49. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion, to terminate the contract without liability; to pay only for the value of the Work actually performed, or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE 50. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING**

50 1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- 50 1 1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.
- 50 1 2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 50.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

503 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts which exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly

## **ARTICLE 51. INCORPORATION OF FTA TERMS**

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220 1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. All FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall make commercially reasonable efforts to not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests, which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after SBCTA provides CONSULTANT with such amendment shall be a material breach of this Contract.

Anything to the contrary herein notwithstanding, CONSULTANT will be subject to FTA requirements as they apply only to CONSULTANT's performance under this Contract; and any Software licensed under this Contract is commercial "off the shelf" software, and such FTA requirements shall

- (i) be in effect only to the extent that such clauses are applicable to the subject matter hereunder;
- (ii) not transfer ownership of any intellectual property
- (iii) not include any liquidated damages under this Contract;

Further, should FTA requirements cause the scope, schedule, or deliverable to change, then the Parties agree CONSULTANT shall be allowed an equitable adjustment. Finally, CONSULTANT makes no representation that CONSULTANT's Software or its subconsultants' software and related documentation contain features and functionality that is SBCTA-compliant or meets any specific requirements pursuant to any FTA requirements.

## **ARTICLE 52. FEDERAL CHANGES**

Subject to the provisions of Article 51 above, CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

## **ARTICLE 53. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

## **ARTICLE 54. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 54 1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U S C §§3801 *et seq* , and U S DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate
- 54.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U S C §5307 *et seq* , the Government reserves the right to impose the penalties of 18 U S C. §1001 on CONSULTANT, to the extent the Federal Government deems appropriate
- 54 3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

## **ARTICLE 55. RECYCLED PRODUCTS**

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, (42 U S C sec 6962), including but not limited to the regulatory provisions of 40 CFR Part 247 as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247 CONSULTANT agrees to include this requirement in all of its subcontracts

## **ARTICLE 56. ENERGY CONSERVATION REQUIREMENTS**

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

## **ARTICLE 57 CLEAN AIR**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U S C §§ 7401 *et seq* CONSULTANT shall report each violation to SBCTA, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000

## **ARTICLE 58. CLEAN WATER REQUIREMENTS**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U S C sec 1251 *et seq* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000

## **ARTICLE 59 FLY AMERICA REQUIREMENTS**



CONSULTANT agrees to comply with 49 U S C sec 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U S Flag air carriers for the U S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U S flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

## **ARTICLE 60. SEISMIC SAFETY REQUIREMENTS**

*Intentionally Omitted*

## **ARTICLE 61. DISADVANTAGED BUSINESS ENTERPRISE**

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent commercially feasible to CONSULTANT in all phases of its procurement practices. The CONSULTANT must certify that it has complied with the requirements of 49 CFR Part 26. The CONSULTANT shall have on file with the FTA an approved or non-disapproved annual DBE subcontracting participation goal program.

The CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The CONSULTANT shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether CONSULTANT is complying with its DBE goals. The CONSULTANT shall comply with its FTA approved or non-disapproved DBE goal program.

## **ARTICLE 62. ENTIRE DOCUMENT**

- 62.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project or subsequent terms and conditions contained or referred to in any correspondence or elsewhere or implied by trade, custom, practice or course of dealing and any purported provisions to the contrary are hereby extinguished or excluded, except as provided in Articles 11, 12 and 14 of this Contract. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 62.2 No agent, official, employee or representative of either Party has any authority to bind the other party to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and the Parties hereby stipulate that they have not relied, and will not rely, on same.
- 62.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

**ARTICLE 63. CONTRACT**

CONSULTANT and SBCTA hereby agree that this Contract 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 Contract as evidenced by the signatures below.

**ARTICLE 64. EFFECTIVE DATE**


The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

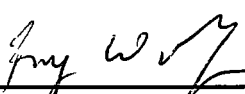
IN WITNESS WHEREOF, the Parties hereto have executed this Contract below

**TRAPEZE SOFTWARE GROUP, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By:   
Title DIRECTOR OF FINANCE

Date 8/29/19

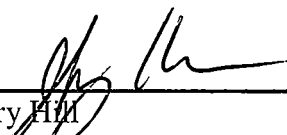
By:   
Raymond W. Wolfe  
Executive Director

Date 9/5/19

**APPROVED AS TO FORM**

By:  9/31  
Julianna K. Tillquist  
General Counsel

**CONCURRENCE**

By:   
Jeffery Hill  
Procurement Manager

Attachment: 24-1003066 Agreement Regional Software MOU (9617 : Regional Rideshare and Vanpool Software Contracts)

## Attachment 1 – Software License and Maintenance Agreement

### ***SOFTWARE LICENSE AND MAINTENANCE AGREEMENT***

- 1 **Definitions** In this Agreement the capitalized words set out below will have the following meanings
- “Agreement” this Software License and Maintenance Agreement effectively and the attached exhibits, all of which form an integral part of this Agreement;
- “Confidential Information” all information obtained by the parties from each other under this Agreement, but does not include any information which at the time of disclosure is generally known by the public,
- “Documentation” the user documentation and training materials pertaining to the Software as supplied by TripSpark;
- “Hosting Services” the specifications for the hosting services to be provided by TripSpark, attached hereto as Exhibit D;
- “Software” the certain software as identified in Exhibit A of this Agreement;
- “Scope of Work” the specifications for the Software and Services to be provided by TripSpark and the Licensee, attached hereto as Exhibit C or Work Order;
- “Third Party Sisense Terms” third party license terms applicable to Licensee’s use of third party SiSense Business Intelligence software, attached hereto as Exhibit
- “Trade Secrets” the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of TripSpark;
- “Upgrades” generic enhancements to the Software that TripSpark generally makes available as part of its long term software support program.
- “Work Order” any work order document that identifies TripSpark Software related services pricing, including but not limited to Software implementation services, which shall be subject to this Agreement.
2. **Software License** In consideration of payments to be made by Licensee to TripSpark as set out below TripSpark agrees as follows:
- (a) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A, restricted to the places of business of the Licensee, for the Licensee’s own operations, in accordance with the operational characteristics described in Exhibit A.
- (b) TripSpark hereby grants to Licensee the right to sublicense the TripSpark Software identified under Exhibit A of this Agreement to Sublicensee. Sublicensee’s rights of use shall be governed by the terms and conditions of the Agreement. Any breach of the terms and conditions of the Agreement by Sublicensee shall be deemed a breach of the Agreement by Licensee, and Licensee shall be liable to Trapeze for any such breach.



- (c) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (d) Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee's own data, and the software may not be used on a service bureau or similar basis to process data of others.
- (e) The license to use the TripSpark Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of TripSpark software components. Unless expressly included herein, all other access rights to the TripSpark Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the TripSpark Transit Database.
- (f) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of TripSpark.
- (g) Customer acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Customer's use of the Software ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Customer Confidential Information.

3 Software Services In accordance with the terms of Exhibit B, Exhibit C, Exhibit D or Work Order TripSpark will perform services related to Licensee's use of the Software (the "Services") Such services may include installation, modification, testing, training and additional services.

4 Software Acceptance Upon completing the delivery, installation, and testing of the individual TripSpark Software in TripSpark's hosting environment, TripSpark will notify Licensee in writing. Licensee will then have thirty (30) calendar days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the Software unless TripSpark receives prior written notice outlining the nature of the perceived defects in the Software. Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity. Upon the deemed acceptance of the Software in accordance with this paragraph, Licensee will provide TripSpark with a written acknowledgement to confirm such acceptance.

5 Software Warranty TripSpark warrants the individual Software components to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date upon which the individual Trapeze Software components are installed in the hosting environment. For any breach of this warranty, Licensee's sole and exclusive remedy and Trapeze's entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.

TripSpark warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. TripSpark further warrants that it has full power and authority to grant to the Licensee the rights set forth in this Agreement. No warranty is provided by TripSpark with respect to any third party hardware or licensed products. Separate warranties may be available from the developer, distributor, provider or publisher of the third party licensed products or hardware.

**The foregoing warranty is in lieu of all other warranties or conditions express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. TripSpark does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.**

6 Software Maintenance During any warranty period and for any annual support period for which maintenance fees have been paid in full by Licensee

- (a) TripSpark will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation, and
- (b) in the event that Licensee detects any errors or defects in the Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm PST (except North American holidays) and access to an twenty four hours emergency phone line. Upon registration by Licensee, TripSpark will also provide Licensee with access to its software support website, and
- (c) TripSpark will post notices of available Upgrades of the Software on its website and copies of the release notes for download. TripSpark will provide Licensee with Upgrades of the Software, upon written email notification from Licensee's Project Manager or alternatively, Licensee's Chief of Air Quality and Mobility Programs, at no additional license fee charge.

**7 Payment** Upon execution of this Agreement or pursuant to an amendment to this Agreement, TripSpark will invoice Licensee, for the Software license fees, Service fees, maintenance fees, Hosting Services fees, and expenses, as set out in Exhibit B, attached hereto TripSpark will invoice Licensee for the Software license fees and services fees as set out in and according to Exhibit B TripSpark will invoice Licensee monthly for the Services provided, in accordance with Exhibit B The total amounts due for all service fees and modifications fees are firm fixed amounts and will be invoiced on that basis.

Commencing upon completion of the warranty period for each Software application, if applicable, Licensee shall pay annual maintenance fees to TripSpark as provided in Exhibit B (the "Maintenance Fee"), attached hereto This fee shall be subject to change as set out in Exhibit B

Licensee shall pay invoices within forty-five (45) days of receipt. In the event of an invoice dispute, Licensee shall have ten (10) business days from date of receipt of invoice to advise TripSpark of the reasons for disputing the invoice in question. If TripSpark has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

**8 Trade Secrets and Confidential Information** Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by TripSpark and include trade secrets and other confidential and proprietary information of TripSpark. Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without TripSpark's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to TripSpark for which money damages would be inadequate and would entitle TripSpark to injunctive relief and to such other remedies as may be provided by law

**9 Media and Publication** Licensee shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without prior written consent of TripSpark, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding TripSpark without the prior written consent of TripSpark upon such terms as may be agreeable to TripSpark. TripSpark may publish the results of the work done under this Agreement with Licensee's prior written consent, which consent shall not be unreasonably withheld.

**10. Force Majeure** Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, except the making of payments due hereunder, if such delay or failure was the unavoidable consequence of a natural disaster, exercise of governmental power, strike or other labor disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party, provided that such party notifies the other party of its inability to perform and the reasons therefor with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

**11 Remote Access** Licensee shall provide TripSpark with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable TripSpark to monitor the operation of the Software.

**12. Intellectual Property Indemnification** In the event of an intellectual property infringement claim by a third party, TripSpark will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party TripSpark will pay any award rendered against Licensee by a court of competent jurisdiction in such action,

provided that Licensee gives TripSpark prompt notice of the claim and TripSpark is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by TripSpark, or use of the Software contrary to this Agreement or the Documentation.

### 13 Limitation of Liability

(a) The Parties do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. Licensee's only remedy for breach of warranty is for breach of contract under the terms of this Agreement. This clause does not, however, preclude a claim for fraud.

(b) TripSpark does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the Internet or any information stored in any system connected to the Internet. TripSpark shall not be responsible for any Claims arising out of or in any way related to Licensee's connection to or use of the Internet.

(c) TripSpark will not be liable to Licensee or any third party for any Claims arising out of or in any way related to (a) Licensee's use of map or geographical data, owned by Licensee or any third party in conjunction with the Software or otherwise, or (b) Licensee's use of the Software insofar as it may be sued to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law

(d) TripSpark's liability for any Claims arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement), other than Claims for bodily injury, death or damage to tangible property, or for Claims arising from the gross negligence, fraudulent misrepresentation, or other willful misconduct, is limited to the amount of the Software license fees paid for the Software product that is the subject of the Claim.

(e) Neither Party will be liable to the other for any incidental, consequential or special damages, nor for loss of profits, anticipated savings, business opportunity, goodwill or loss of information.

### 14 Termination The license granted by this Agreement is effective until terminated.

(a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws.

(b) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately. However, TripSpark understands that Licensee partners with other public agencies for other mobility programs that do not impact this agreement. In the event Licensee terminates this Agreement for any reason, Licensee shall pay TripSpark for all license fees and service fees then due, and all costs incurred up to and including the date of termination.

(c) If this Agreement is terminated, Licensee will immediately return to TripSpark all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to TripSpark that all copies or partial copies of the Software, the Documentation and such other materials have been returned to TripSpark or destroyed.

15 Assignment This Agreement, or any of the rights or obligations of TripSpark created herein, may be assigned by TripSpark, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of TripSpark.

16 Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17 Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by either

party after the termination of this Agreement shall survive such termination.

18 Severability If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void and does not relate to the payments to be made to TripSpark. If the remainder of this Agreement, as the case may be, shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law

19 Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date on which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

20 Audits TripSpark may perform audit(s) on the use of the Software and Documentation. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

**EXHIBIT A “License”**

<b>Item</b>	<b>License Product</b>	<b>*Configuration (license metrics)</b>	<b>License Date</b>
1	TripSpark RidePro Admin	Up to 75,000 Active Registered Commuters	EFFECTIVE DATE OF THE CONTRACT
2.	TripSpark RidePro WEB Site	Up to 75,000 Active Registered Commuters	EFFECTIVE DATE OF THE CONTRACT
3	TripSpark RidePro Pool Management (NTD Reporting)	Up to 75,000 Active Registered Commuters	EFFECTIVE DATE OF THE CONTRACT
4	TripSpark Maintenance Monitoring	Up to 75,000 Active Registered Commuters	EFFECTIVE DATE OF THE CONTRACT
5	TripSpark RidePro AVR	Up to 80,000 Active Registered Commuters	EFFECTIVE DATE OF THE CONTRACT
6	TripSpark RidePro Trip	Up to 80,000 Active Registered Commuters	EFFECTIVE DATE OF THE CONTRACT
7	TripSpark RidePro Incentives	Up to 80,000 Active Registered Commuters	EFFECTIVE DATE OF THE CONTRACT
8	Transit Database	Included	

**Notes•**

1 \*License is provided for software utilization by SBCTA and Sublicensee, to provide vanpool services to persons living and/or working in the SBCTA and Riverside service areas.

2. Third party licenses, if required, to operate the software, are not included.

3 Third party data, hardware and operating system software are not included within the license granted under this agreement and are not included in the license fees.



## EXHIBIT B “COST PROPOSAL FORM”

### 1. License and Implementation

Item	Description	Project Administration	RidePro Admin (license expansion)	RidePro Web (license expansion, add general ride matching)	RidePro Pool Management (license expansion)	RidePro Maintenance Monitoring (license expansion)	RidePro AVR (new module)	RidePro Trip (new module)	RidePro Sisense (1 additional developer)	RidePro Incentives (new module)	Additional Email Services	Total
1	License / Hardware Fees	n/a	\$62,225.10	\$79,059.23	\$29,524.95	\$12,673.50	\$50,935.50	\$58,705.50	n/a	\$58,705.50		\$351,829.28
2	Discount	n/a	-\$62,225.10	\$79,059.23	\$29,524.95	-\$12,673.50	\$50,935.50	-\$58,705.50	n/a	-\$58,705.50		-\$351,829.28
2	Custom Features	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		\$0.00
3	Implementation Service	\$22,000.00	\$6,875.00	\$37,187.50	\$7,500.00	\$0.00	\$5,625.00	\$937.50	\$2,500.00	\$13,125.00		\$95,750.00
4	Expense	\$1,700.00	n/a	\$4,500.00	n/a	n/a	n/a	n/a	n/a	n/a		\$6,200.00
<b>Subtotal</b>		<b>\$23,700.00</b>	<b>\$6,875.00</b>	<b>\$41,687.50</b>	<b>\$7,500.00</b>	<b>\$0.00</b>	<b>\$5,625.00</b>	<b>\$937.50</b>	<b>\$2,500.00</b>	<b>\$13,125.00</b>		<b>\$101,950.00</b>
<b>Implementation Contingency</b>												<b>\$30,000.00</b>
<b>Total</b>												<b>\$131,950.00</b>

### 2.0 Long-Term Support

Item	Description	Project Administration	RidePro Admin	RidePro Web	RidePro Pool Management	RidePro Maintenance Monitoring	RidePro AVR	RidePro Trip	RidePro Sisense	RidePro Incentives	Additional Email Services	Total
1	Maintenance, with Hosting (Year 1)	n/a	\$23,472.00	\$22,664.18	\$10,364.54	\$4,688.19	\$14,082.01	\$11,819.00	\$14,500.00	\$12,520.08	\$200.00	\$114,310.01
2	Maintenance with Hosting (Year 2)	n/a	\$24,645.60	\$23,797.39	\$10,882.77	\$4,922.60	\$14,786.11	\$12,409.95	\$15,225.00	\$13,146.09	\$210.00	\$120,025.51
3	Maintenance with Hosting (Year 3)	n/a	\$25,877.88	\$24,987.26	\$11,426.91	\$5,168.73	\$15,525.42	\$13,030.45	\$15,986.25	\$13,803.39	\$220.50	\$126,026.79

## GENERAL ASSUMPTIONS

### IMPLEMENTATION CONTINGENCY FEES.

- \$30,000.00 Implementation contingency can only be used to pay for project work upon express written authorization by SBCTA pursuant to a mutually agreed upon work order

### ASSUMPTIONS:

- Taxes, if applicable, are not included.
- RidePro Sisense is a third party licensed service.
- RidePro Software to be configured to recognize service areas of vanpool services of SBCTA, Sublicensee and other neighboring vanpool subsidy programs. Prequalification and subsidy application processes will recognize geographic boundaries of other programs, and refer applicants to the other programs when geographically qualifying for them.
- Generic Software modules provided in base price. No additional software customizations are known to be required at this time. Software customizations can incur additional fees, which would be funded via implementation contingency upon SBCTA authorization.
- Existing web site branding of www.RideTheLoop.com will be retained, with existing functionality
- Two additional web sites as https://www.recommuter.org and https://www.vanclub.net will be configured, with color palette, images, logos and text provided by client, to be applied to the standard RidePro public web site appearance.
- Project Introduction/Operational review would be conducted via webinar
- Software license would be limited to use by the public within client's service region.
- Software and Database installation will be on TripSpark provided servers.
- 4 days of administrative training provided onsite, 1 day provided by webinar
- Services do include configuration of mobile apps for iPhone or Android, for each of www.ridetheloop.com, vanclub.net, recommuter.org.
- Implementation Contingency can only be used to pay for project work upon express written authorization by SBCTA.
- Long term support fees will cover both SBCTA and Sublicensee.
- Services presume that Sublicensee will utilize same operating procedures as SBCTA. TripSpark will provide standard Services. Should Services beyond those enumerated in Exhibit C “Statement of Work” be requested by Licensee, Services will be billed at the current daily 2019 rate of \$1.250 US per day. All future yearly rates are subject to TripSpark's the prevailing pricing.

EXHIBIT B “COST PROPOSAL FORM”**PAYMENT SCHEDULE:**

- 50% of License and Implementation Fee due upon Contract Signing
- 25% of License and Implementation Fee due upon Test Software Installation
- 25% of License and Implementation Fee due upon Production Software Acceptance
- 100% of License Maintenance and Hosting Fee (year 1) due upon Production Software Installation
- 100% of License Maintenance and Hosting Fee (subsequent years) due on anniversary of Production Software installation

## EXHIBIT C “SCOPE OF WORK”

### Statement of Work: RidePro Module Addition and License Expansion

The following information defines the implementation services to be provided by TripSpark to add one or more additional RidePro modules to an existing implementation and to expand the licensing for existing modules and add a Sublicensee. It also describes the effort that will be required from the Licensee staff and resources.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.

The following additional RidePro Software modules will be provided.

### Expanded Modules

**RidePro Web (license expansion and additional modules)** – RidePro Web consists of a mobile application, installed via the device’s app store, and a fully-responsive, customer-facing website that operates on all devices (phones, tablets, laptops, and other devices) equipped with a modern web browser. Users may register, track their trips, manage their accounts, participate in incentives and surveys, and look for ridesharing matches. The mobile app comes with standard push notifications.

Whether used as a mobile app or a responsive website, RidePro Web has a consistent appearance and functionality, simplifying the user experience.

SBCTA will move to the full version of RidePro Web with a license expansion to handle up to 75,000 active registered commuters. Two additional implementations of a public website/RidePro Web will be added, one for iecommute.org and another for vanclub.net.

**RidePro Administration (license expansion)** – The RidePro administrative website provides administrators, TMA staff users, and employer transportation coordinators complete management of data in the system. Permissions and roles are customizable.

Branding for both the administrative and commuter website modules are also customizable, including by area and organization.

In this instance, the RidePro Administration license will be expanded to handle up to 75,000 commuters.

**RidePro Business Intelligence (expansion)** – Interactive dashboarding and reporting of your RidePro data includes mapping integrations and the ability to time and share reports and dashboards. Standard design assistance and webinar training are provided as services. Business Intelligence makes opportunities and pitfalls in your TDM program easily visible by providing multiple ways and options for presenting complicated program data in easy to digest formats. RidePro Business Intelligence is powered by Sisense.

One additional developer license will be added.

**RidePro Pool Management** – A suite of enhanced vanpool management tools includes NTD reporting features and allows for Google Maps integrated route and roster management for better data collection. Standard software configuration is provided as an associated service.

This license will be expanded to handle up to 75,000 commuters.

**RidePro Maintenance Monitoring** – Those managing fleets can use this module to monitor recurring scheduled vehicle maintenance tasks, with notification to vanpool group leaders as maintenance tasks are coming due. Standard software configuration and training are provided as associated services.

This license will be expanded to handle up to 75,000 commuters.

### Additional Modules- General.

**RidePro Trip** – RidePro Trip provides website-based event and one-time trip matching increasing rideshare options for an organization or community. Users are able to submit events for pooling and to offer and request rides directly. Features include the ability to communicate ride pricing, rate drivers and click to dial or email potential rides.

**RidePro Incentives** – Advanced incentive management and reward distribution tools provide comprehensive communications and program management for TDM incentive programs. Extensive standard software configuration is provided as an associated service for administration of incentive programs.

### OVERVIEW

This implementation involves the following high level tasks.



- Project Introduction / Operational Review
- Configuration & Programming
- Review – Test Environment
- Approval – Test Environment
- Installation – Production Environment
- Review - Production Environment
- Final Acceptance

The remainder of this SOW provides details concerning the tasks and effort required to support the services described above. In addition, it is assumed this Software will take advantage of existing infrastructure, data sources and Software unless otherwise stated.

## **Time Frame**

This implementation can be completed within approximately six (6) months from execution of software license and maintenance agreement.

## **TripSpark Implementation Services**

The implementation services below will be provided by TripSpark. All implementation services, materials and training will be provided in English, unless otherwise stated.

### **PROJECT INTRODUCTION / OPERATIONAL REVIEW**

This task will consist of a webinar to review the RidePro feature set as it would apply to Licensee business practices, establish a project schedule, identify inputs necessary from Licensee (such as web site branding and data to be imported), review installation access requirements, and review required Licensee personnel resources to support the implementation.

Licensee's staff will be required to participate in the Operational Review. In advance of the conference calls, Licensee's staff may be required to collect information at the request of the TripSpark project manager.

The TripSpark Project Manager will deliver a memorandum by email documenting the elements of the operational review.

The Licensee project manager will return comments on this document, if any, within five days of delivery by TripSpark.

In the event that only one or the other of the services/implementations within this SOW are selected, irrelevant/unnecessary tasks will be omitted. The steps below are all tasks for both implementations. A task list and a schedule will be finalized during the Project Introduction/Operational Review step.

### **CONFIGURATION AND PROGRAMMING**

TripSpark will configure two implementations of the RidePro responsive website for Licensee using Licensee provided branding and text content. Two instances of the RidePro web site will be configured, one for iecommute.org and another for vanclub.net with artwork and style elements provided by licensee, to be applied to the standard responsive RidePro public web site appearance.

### **DATA IMPORT AND MERGE**

During this task TripSpark will develop a process to merge LICENSEE and SUBLICENSEE databases and import additional data to support new modules, features, and regions. TripSpark will accept a copy of SUBLICENSEE data to be imported. The results of this process will be reviewed in a test database by TripSpark and Licensee staff. Necessary corrections will be made to the process.

### **REVIEW – TEST ENVIRONMENT**

Licensee staff may review and test the software for up to ten days as installed on TripSpark test servers.

### **APPROVAL – TEST ENVIRONMENT**

Upon conclusion of Licensee staff review, the Licensee project manager will notify the TripSpark project manager that RidePro is ready for production deployment.

### **INSTALLATION– PRODUCTION ENVIRONMENT**

The production installation task will consist of installing the updated RidePro modules into production. This task would be done by TripSpark, for TripSpark hosted implementations, or TripSpark and Licensee staff working together for Licensee installed implementations. TripSpark will perform a final LICENSEE – SUBLICENSEE data merge/import at this step.

### **REVIEW / TESTING – PRODUCTION ENVIRONMENT**

Upon completion of the installation, the customization will receive immediate review by TripSpark and Licensee to be certain it is working as expected. Any deficiency discovered will be corrected.

### **ACCEPTANCE TESTING**

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the production environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.

We estimate the duration of user acceptance for this implementation to be approximately one (1) week.

### **DATA MERGE – REGIONAL DATABASE**

Once SBCTA and Sublicensee databases are merged in production, a subsequent task will be scheduled to merge the resulting RidePro database with the RidePro database utilized by Los Angeles County MTA, Orange County TA, and Ventura County TC. This merge will be first accomplished in a test environment and inspected by representatives of all five rideshare organizations. Once approved, the merger will be repeated in production. A period of scheduled downtime is anticipated while the data merge is processed. Once complete, all existing RidePro web sites will be continue to function while referencing a single merged database.

### **DELIVERABLES**

TripSpark will provide 1 functional implementation of RidePro, connected to the RidePro database containing client data, along with relevant documentation. A test implementation of RidePro will also be provided, connected to a test RidePro database.

### **Licensee's Resource Requirements**

TripSpark expects Licensee staff that can presently connect to the TripSpark hosted implementation of RidePro will continue to be able to do so without additional effort being dedicated by Licensee staff. TripSpark recommends recently updated browsers and operating systems fully supported by their vendors be used for accessing the RidePro suite and recently updated operating systems (iOS and Android) for mobile phones. Licensee IT staff is responsible for the maintenance of Licensee network and systems.

### **THE TABLE BELOW IDENTIFIES THE RESOURCE REQUIREMENTS FOR THE LICENSEE.**

<b>IV</b>	<b><u>Resource</u></b>	<b>V</b>	<b><u>Description</u></b>	<b>VI.</b>	<b><u>Time</u> <u>Dedicatio</u> <u>n</u></b>	<b>VII</b>	<b><u>Tasks</u></b>
	Project Manager		The project manager coordinates all efforts between Licensee and TripSpark.		10% of time for duration of project.		<p>Coordinate the scheduling of all of the Licensee's resources.</p> <p>Coordination of conference calls and meetings, as required.</p> <p>Prepare training facilities.</p> <p>Coordinate design assistance sessions.</p> <p>Coordinate completion of user acceptance testing.</p> <p>Payment of TripSpark invoices in a timely fashion (30 days from milestone completion)</p>
	Subject Matter Expert		Someone with intimate knowledge of the operator processes and procedures		25% of time for duration of project.		<p>Participation in the completion of the Operational Review</p> <p>Participation in design assistance sessions.</p> <p>Assist PM with completion of user acceptance testing and data development.</p> <p>Assistance with access to app store and developer accounts for Android and iOS</p>
	Network Administrator		IT staff person with administrative level login Licensee systems and networks		<p>100% of their time during network configuration</p> <p>30% of time during production installation</p> <p>10% of time during testing of the implementation</p>		Assist in configuring networking, production installation, and testing access to TripSpark hosting and WebEx. Provide network, desktop support to Licensee staff as needed.
	Testers		Responsible for user acceptance testing		50% of their time during the testing		Execute user acceptance testing.

IV. <u>Resource</u>	V <u>Description</u>	VI. <u>Time Dedicatio n</u>	VII <u>Tasks</u>
		phase of the project.	
End Users		50% of their time during the training and transition phase of the project.	Participate in design assistance sessions.

## EXHIBIT D “HOSTING SERVICES”

### Hosting Services

#### 1. OVERVIEW

This Exhibit D describes the hosting services for the Software licensed under Exhibit A of this Agreement (“Hosting Services”) to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives (“SLOs”), and the problem management process.

#### 2. HOSTING SERVICES

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the.

- Database software for the Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Licensee hardware, including Licensee’s servers, printers, network hardware (including routers and switches) and other Licensee site computing equipment;
- Licensee application software
- Licensee Local Area Networks (“LAN”)
- Licensee network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Licensee’s benefit in a manner that will meet the objectives outlined in the Service Level Objectives below

##### **Support Software**

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Software as provided by TripSpark as part of the Hosting Services.

##### **Hardware**

Licensee shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Licensee’s site to the Data Center

##### **Database Instances**

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the Software users.

##### **Internet Bandwidth**

TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the then current rate

##### **Backups**

Full database backups and incremental database backups are taken on a regular basis. Backup data is retained for 14 days.

##### **Hours of System Operations**

The Software will be accessible and available to the Licensee and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

##### **Data Center Maintenance**

TripSpark will complete routine maintenance on the Software systems quarterly. TripSpark will provide at least seven (7) business days’ notice to these planned outages. Routine maintenance services are normally performed outside of the business hours of 8:00 AM to 5:00 PM Pacific Time, Monday through Friday

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Licensee via email of its request. The Licensee and TripSpark will mutually agree on the downtime (with the exception of maintenance required for emergency security updates), which will then be considered a period of scheduled maintenance.

### **Travel Expense**

In addition to the fees set forth above, if TripSpark is required by Licensee to attend and perform Services on-site, Licensee shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Licensee site.

## **3. SERVICE LEVEL OBJECTIVES**

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by the TripSpark for the Hosting Services specified in this Exhibit D. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

### **AVAILABILITY**

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Software during such quarter, and will be calculated in accordance with the following formula.

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Software during the quarter
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Licensee is unable to log into the Software because of (a) regularly scheduled maintenance windows for the Software and for times in which Licensee has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark)
- "z" is the number of hours in such month during which the Licensee is unable to log into the Software (other than for reasons set forth in the definition of "y" above), provided that TripSpark has been notified or is otherwise aware (or reasonably should be aware) of Licensee's inability to utilize the Software.

## **4. LICENSEE RESPONSIBILITIES**

The Licensee is responsible for

- Assigning a primary and alternate Licensee representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this Agreement.
- Providing user identification data and determining the appropriate security profile for each user. Licensee will control security at the Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Licensee.
- The purchase and installation of printers at Licensee's sites for the Software being utilized.
- Installation, operation and maintenance of all workstation software and Licensee's LAN, existing data communications configuration, hardware, or software required at the Licensee's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.

- Testing updates and fixes applied by TripSpark to Software used by Licensee. With the exception of emergency fixes, Licensee will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame
- Testing upgrades. Upgrades will be moved to production by the TripSpark at the end of the Licensee testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the TripSpark for assistance. Notwithstanding this diligence requirement, Licensee is responsible for informing TripSpark of any problems encountered in a timely manner

## **5. OWNERSHIP OF SOFTWARE AND DATA**

Licensee shall not obtain any ownership rights, title or interest in the Software, hardware or systems developed or employed by TripSpark in providing any Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Licensee's data contained within the Software database. Upon expiration or termination of the Agreement for any reason, TripSpark agrees to, upon a written request by Licensee, either provide Licensee with a copy of or destroy the Licensee's data, as it exists at the date of expiration or termination. If the Licensee desires that TripSpark provide a copy of all of the Licensee's data at any period other than expiration or termination of the Agreement, TripSpark will provide a quote detailing the scope and cost for such services for Licensee's approval

## EXHIBIT E

### “Third Party Sisense Licensed Services Terms”

Licensee agrees the following terms and conditions shall govern Licensee's use of the Third Party Sisense licensed services.

- (i) Licensee is granted a non-exclusive, non-sublicensable, non-transferable limited license to use the SiSense Services embedded software, in machine-readable, object code form only for Licensee's internal use only by the permitted number of authorized users and authorizer servers.
- (ii) No ownership of, or title to the intellectual property in, the SiSense Services embedded software is transferred to Licensee. Third party licensor ("SiSense") of the SiSense Services embedded software owns and shall retain all rights, including intellectual property rights, in and to the SiSense Services embedded software.
- (iii) Licensee must not reverse compile, reverse engineer, or disassemble any portion of the Software.
- (iv) Licensee must not derive, or attempt to derive, the source code of the SiSense Services embedded software.
- (v) Licensee must not modify or create derivative works of the SiSense Services embedded software.
- (vi) Licensee must not remove, alter or obscure any proprietary notice of identification, including copyright or trademark notices, contained in or on the SiSense Services embedded software
- (vii) Licensee use of the SiSense Services is entirely at Licensee's own risk and that SiSense Services are provided "As Is" and "As Available" SiSense does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the SiSense Services. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the SiSense Services will be uninterrupted or error-free or that defects in the SiSense Services will be corrected.
- (viii) Licensee understand and agree that the SiSense Services and any of its subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the SiSense Services, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not Licensee has been advised of or should have been aware of the possibility of such damages.
- (ix) The SiSense Services embedded software contains open source software components. Such open source components are licensed under the terms of this license and accordingly the restrictions contained in this Exhibit E shall apply to such open source code components as if they were SiSense's and the software respectively. The open source software components provided by SiSense are listed at:  
<http://www.sisense.com/documentation/3rd-party-open-source/>
- (x) For termination under the Agreement of TripSpark Software or SiSense Services for any reason, Licensee shall discontinue use and destroy the SiSense Services embedded software, related documentation and all archival or other copies of the SiSense Services embedded software.
- (xi) SiSense Privacy Policy is referenced herein.  
<http://www.sisense.com/legal-notice>



**ATTACHMENT B - BUDGET**

DRAFT



**Attachment B - Regional Rideshare Software Budget FY25 to FY29**  
**(July 1, 2024 - June 30, 2029)**

Fiscal Year	County	RidePro Licenses <sup>1</sup>	RidePro Maintenance <sup>1</sup>	RidePro Incentives Maintenance <sup>2</sup>	RidePro Hosting <sup>1</sup>	RidePro Incentives Hosting <sup>2</sup>	SiSense Reporting Services <sup>1</sup>	Email Services <sup>1</sup>	Vanpool <sup>1</sup>	Technical Programming <sup>1</sup>	Total Costs
FY 25	LACMTA	\$ -	\$ 103,318	\$ 20,698	\$ 21,579	\$ 5,624	\$ 19,769	\$ 925	\$ -	\$ 18,550	\$ 190,463
FY 25	OCTA	\$ -	\$ 33,140	\$ -	\$ 6,921	\$ -	\$ 6,341	\$ 297	\$ -	\$ 5,950	\$ 52,649
FY 25	RCTC	\$ -	\$ 25,342	\$ 5,175	\$ 5,293	\$ 1,406	\$ 4,849	\$ 227	\$ 17,920	\$ 4,550	\$ 64,762
FY 25	SBCTA	\$ -	\$ 23,393	\$ 4,566	\$ 4,886	\$ 1,240	\$ 4,476	\$ 209	\$ -	\$ 4,200	\$ 42,970
FY 25	VCTC	\$ -	\$ 9,747	\$ -	\$ 2,036	\$ -	\$ 1,865	\$ 87	\$ -	\$ 1,750	\$ 15,485
FY 25 Totals		\$ -	\$ 194,940	\$ 30,439	\$ 40,715	\$ 8,270	\$ 37,300	\$ 1,745	\$ 17,920	\$ 35,000	\$ 366,329
FY 26	LACMTA	\$ -	\$ 108,483	\$ 21,736	\$ 22,657	\$ 5,906	\$ 20,758	\$ 973	\$ -	\$ 18,550	\$ 199,063
FY 26	OCTA	\$ -	\$ 34,797	\$ -	\$ 7,267	\$ -	\$ 6,658	\$ 312	\$ -	\$ 5,950	\$ 54,984
FY 26	RCTC	\$ -	\$ 26,609	\$ 5,434	\$ 5,558	\$ 1,476	\$ 5,092	\$ 239	\$ 18,815	\$ 4,550	\$ 67,773
FY 26	SBCTA	\$ -	\$ 24,562	\$ 4,795	\$ 5,130	\$ 1,303	\$ 4,700	\$ 220	\$ -	\$ 4,200	\$ 44,910
FY 26	VCTC	\$ -	\$ 10,234	\$ -	\$ 2,138	\$ -	\$ 1,958	\$ 92	\$ -	\$ 1,750	\$ 16,172
FY 26 Totals		\$ -	\$ 204,685	\$ 31,965	\$ 42,750	\$ 8,685	\$ 39,166	\$ 1,836	\$ 18,815	\$ 35,000	\$ 382,902
FY 27	LACMTA	\$ -	\$ 113,908	\$ 22,823	\$ 23,789	\$ 6,202	\$ 21,796	\$ 1,020	\$ -	\$ 18,550	\$ 208,088
FY 27	OCTA	\$ -	\$ 36,536	\$ -	\$ 7,631	\$ -	\$ 6,991	\$ 327	\$ -	\$ 5,950	\$ 57,435
FY 27	RCTC	\$ -	\$ 27,940	\$ 5,706	\$ 5,835	\$ 1,550	\$ 5,346	\$ 251	\$ 19,755	\$ 4,550	\$ 70,933
FY 27	SBCTA	\$ -	\$ 25,790	\$ 5,035	\$ 5,386	\$ 1,368	\$ 4,935	\$ 231	\$ -	\$ 4,200	\$ 46,945
FY 27	VCTC	\$ -	\$ 10,746	\$ -	\$ 2,244	\$ -	\$ 2,057	\$ 96	\$ -	\$ 1,750	\$ 16,893
FY 27 Totals		\$ -	\$ 214,920	\$ 33,564	\$ 44,885	\$ 9,120	\$ 41,125	\$ 1,925	\$ 19,755	\$ 35,000	\$ 400,294
FY 28	LACMTA	\$ -	\$ 119,603	\$ 23,966	\$ 24,979	\$ 6,511	\$ 22,886	\$ 1,070	\$ -	\$ 18,550	\$ 217,565
FY 28	OCTA	\$ -	\$ 38,363	\$ -	\$ 8,012	\$ -	\$ 7,341	\$ 343	\$ -	\$ 5,950	\$ 60,009
FY 28	RCTC	\$ -	\$ 29,336	\$ 5,992	\$ 6,127	\$ 1,628	\$ 5,613	\$ 263	\$ 20,745	\$ 4,550	\$ 74,254
FY 28	SBCTA	\$ -	\$ 27,080	\$ 5,287	\$ 5,656	\$ 1,436	\$ 5,182	\$ 242	\$ -	\$ 4,200	\$ 49,083
FY 28	VCTC	\$ -	\$ 11,283	\$ -	\$ 2,357	\$ -	\$ 2,159	\$ 101	\$ -	\$ 1,750	\$ 17,650
FY 28 Totals		\$ -	\$ 225,665	\$ 35,245	\$ 47,131	\$ 9,575	\$ 43,181	\$ 2,019	\$ 20,745	\$ 35,000	\$ 418,561
FY 29	LACMTA	\$ -	\$ 125,584	\$ 25,163	\$ 26,229	\$ 6,837	\$ 24,030	\$ 1,164	\$ -	\$ 18,550	\$ 227,557
FY 29	OCTA	\$ -	\$ 40,282	\$ -	\$ 8,413	\$ -	\$ 7,708	\$ 357	\$ -	\$ 5,950	\$ 62,710
FY 29	RCTC	\$ -	\$ 30,804	\$ 6,291	\$ 6,434	\$ 1,709	\$ 5,894	\$ 260	\$ 21,780	\$ 4,550	\$ 77,722
FY 29	SBCTA	\$ -	\$ 28,434	\$ 5,551	\$ 5,939	\$ 1,509	\$ 5,441	\$ 241	\$ -	\$ 4,200	\$ 51,315
FY 29	VCTC	\$ -	\$ 11,847	\$ -	\$ 2,474	\$ -	\$ 2,267	\$ 98	\$ -	\$ 1,750	\$ 18,436
FY 29 Totals		\$ -	\$ 236,951	\$ 37,005	\$ 49,489	\$ 10,055	\$ 45,340	\$ 2,120	\$ 21,780	\$ 35,000	\$ 437,740
5-year Subtotals:		\$ -	\$ 1,077,161	\$ 168,218	\$ 224,970	\$ 45,705	\$ 206,112	\$ 9,645	\$ 99,015	\$ 175,000	\$ 2,005,826

\$366,329

\$382,902

\$400,294

\$418,561

\$437,740

\$2,005,826

County Split:	FY25 Annual Costs	FY25 Estimated Contingency	FY26 Annual Costs	FY26 Estimated Contingency	FY27 Annual Costs	FY27 Estimated Contingency	FY28 Annual Costs	FY28 Estimated Contingency	FY29 Annual Costs	FY29 Estimated Contingency	Total Annual FY25-FY29	Total Contingency FY22-FY29	Total Contract Not-to-Exceed
LACMTA	\$ 190,463.00	\$ 16,250.00	\$ 199,063.00	\$ 16,250.00	\$ 208,088.00	\$ 16,250.00	\$ 217,565.00	\$ 16,250.00	\$ 227,557.00	\$ 16,250.00	\$ 1,042,736.00	\$ 81,250.00	\$ 1,123,986.00
OCTA	\$ 52,649.00	\$ 16,250.00	\$ 54,984.00	\$ 16,250.00	\$ 57,435.00	\$ 16,250.00	\$ 60,009.00	\$ 16,250.00	\$ 62,710.00	\$ 16,250.00	\$ 287,787.00	\$ 81,250.00	\$ 369,037.00
RCTC	\$ 64,762.00	\$ 16,250.00	\$ 67,773.00	\$ 16,250.00	\$ 70,933.00	\$ 16,250.00	\$ 74,254.00	\$ 16,250.00	\$ 77,722.00	\$ 16,250.00	\$ 355,444.00	\$ 81,250.00	\$ 436,694.00
SBCTA	\$ 42,970.00	\$ 16,250.00	\$ 44,910.00	\$ 16,250.00	\$ 46,945.00	\$ 16,250.00	\$ 49,083.00	\$ 16,250.00	\$ 51,315.00	\$ 16,250.00	\$ 235,223.00	\$ 81,250.00	\$ 316,473.00
VCTC	\$ 15,485.00	\$ 5,000.00	\$ 16,172.00	\$ 5,000.00	\$ 16,893.00	\$ 5,000.00	\$ 17,650.00	\$ 5,000.00	\$ 18,436.00	\$ 5,000.00	\$ 84,636.00	\$ 25,000.00	\$ 109,636.00
Totals:	\$ 366,329.00	\$ 70,000.00	\$ 382,902.00	\$ 70,000.00	\$ 400,294.00	\$ 70,000.00	\$ 418,561.00	\$ 70,000.00	\$ 437,740.00	\$ 70,000.00	\$ 2,005,826.00	\$ 350,000.00	\$ 2,355,826.00
check:	\$ 436,329.00	\$ 452,902.00	\$ 470,294.00	\$ 488,561.00	\$ 507,740.00								

County Split:	2020 Census Population	5-Way Split All Parties <sup>1</sup>	3-Way Split LACMTA, RCTC and SBCTA <sup>2</sup>	2-Way Split RCTC and SBCTA <sup>3</sup>	RCTC - 100% <sup>4</sup>
LACMTA	10,014,009	53.71%	68.52%	0.00%	0.00%
OCTA	3,186,989	17.09%	0.00%	0.00%	0.00%
RCTC	2,418,185	12.97%	16.55%	50.00%	100.00%
SBCTA	2,181,654	11.70%	14.93%	50.00%	0.00%
VCTC	843,843	4.53%	0.00%	0.00%	0.00%
Totals:	18,644,680	100.00%	100.00%	100.00%	100.00%

<sup>1</sup> Modules funded by all Parties, refer to the 5-Way Split in the above chart.

<sup>2</sup> Modules funded by LACMTA, RCTC and SBCTA, refer to the 3-Way Split in the above chart.

<sup>3</sup> Regional Consolidated Database is funded by RCTC and SBCTA equally 50%/50%, refer to the 2-Way Split in the above chart.

<sup>4</sup> Vanpool is funded by RCTC 100%.

**CONTINGENCY FUNDS**

Contingency funds are available to the Parties under the Software Agreement for modifications or enhancements to any portion of the Regional Rideshare Software. Additional funds have been added to each Party's not-to-exceed amount as identified in the table above and in Section 3 of the AGREEMENT to allow for contingency release as requested by any Party(s). As outlined in the AGREEMENT Section 10, the requesting Party(s) may work directly with SBCTA's subcontractors to develop a Work Order for the requested modification(s), but the Work Order provided by SBCTA's subcontractors shall be approved and signed by SBCTA to ensure there is sufficient budget for the enhancement(s). The cost share of the Work Order will be determined based on the number of participating Party(s). If there is only one participating Party, the cost will be the sole responsibility of that Party. If multiple Party(s) participate, the cost will be shared as agreed by the participating Party(s). The cost share for each Work Order will be outlined and attached to the Work Order, along with the written approval of all participating Parties, including SBCTA. For budgeting purposes, Contingency has been estimated for each Fiscal Year, although the amounts may be adjusted across the Fiscal Years upon a Party's request as long as the Total Contingency and Contract amounts are not exceeded.

## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** November 9, 2023

***Subject:***

Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles for Vanpool Vehicle Provider Services

***Recommendation:***

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise, in the amount of \$3,000,000 for a three-year term effective January 1, 2024 through December 31, 2026, with three one-year options for Vanpool Vehicle Provider Services.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 23-1002958 on June 7, 2023 for Vanpool Vehicle Providers for SBCTA's SB Loop Vanpool Subsidy Program (Program). The Program was identified in SBCTA's Short Range Transit Plan as an opportunity to provide an alternative commute option where transit service was not available or feasible. The Program launched in September 2018 and provides a monthly subsidy towards the cost of a vanpool vehicle and is defined by the following characteristics:

- a. A transit mode comprised of vans or other vehicles with seven to 15 seats; and
- b. Operates at least 12 days during each calendar month for a group of five to 15 individuals; and
- c. Travels at least 30 miles roundtrip directly between a home origin(s) and a regular work or post-secondary school destination(s) with the origin and/or destination being within the SBCTA jurisdictional area (San Bernardino Valley, San Bernardino Mountains, Morongo Basin and Colorado River), excluding the Victor Valley Transit Authority jurisdictional area which has its own vanpool program; and
- d. Maintains a minimum vanpool occupancy at 70 percent or higher at the time the application is submitted to SBCTA for consideration and at 50 percent or higher on a monthly basis.

Vanpool vehicle providers are responsible for providing the vehicles to Program participants, including the required Americans with Disabilities Act (ADA) modifications if requested, vehicle equipment and supplies, vehicle maintenance, emergency and non-emergency towing services, coordinating and providing emergency and non-emergency passenger transportation, maintenance facilities, employees, insurance, and other items necessary for ongoing operation and maintenance of vehicles. Program participants are responsible for additional operating costs such as fuel, express lane/toll fees, parking fees, and premium vehicle features such as onboard Global Positioning System (GPS), satellite radio, or Wi-Fi.

SBCTA provides a subsidy payment directly to the vanpool vehicle providers on a monthly basis, not to the individual vanpools. The program pays 50 percent of the vanpool vehicle cost up to \$600 for petroleum-fueled vehicles and \$700 for zero-emission vehicles (battery electric and hydrogen-fuel cell).

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

November 9, 2023

Page 2

As of August 31, 2023, SBCTA had 79 vanpools operating. The program was launched utilizing Federal Transit Administration (FTA) funds through a sub-recipient agreement with Omnitrans. SBCTA reports vanpool program data, such as passenger and vehicle revenue hours and miles, and out-of-pocket expenses such as fuel, express lane fees, cleaning and parking, into the National Transit Database (NTD), all of which is collected through the program's website. Vanpool program data reported into the NTD generates FTA 5307 Urbanized Area Formula funds. In Fiscal Year (FY) 2020/2021, SBCTA was allocated \$313,135, in FY 2021/2022, \$955,504 and in FY 2022/2023 \$1,024,297 was allocated, resulting in a total of \$2,292,936 of FTA 5307 for data reported into the NTD during FY 2018/2019, FY 2019/2020 and FY 2020/2021. While the majority of the Program is still utilizing funds from the initial \$4 million FTA grant, staff anticipates the program will continue to generate enough revenue to sustain program operations, as well as additional revenue that can be utilized towards other transit projects in areas where the funds were generated. When FTA funds are not used, the Program is supplemented as needed with Measure I funds for miscellaneous costs, including zero-emission vehicles. Currently there are no zero-emission vehicles in the Program.

On August 1, 2023, two proposals were received by the date and time specified in the RFP. The proposing firms were Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise and Green Commuter, Inc. A responsiveness review was conducted by the procurement professional and found both firms responsive.

The evaluation committee was comprised of two SBCTA staff members and one representative from SBCTA's vanpool consulting staff, WSP. The evaluation committee independently reviewed and scored the proposals, and convened to discuss the proposals according to the evaluation criteria, including the proposal's strengths and weaknesses. The proposals were scored using the following evaluation criteria: Qualifications, Related Experience and References - 30 points, Proposed Staffing and Project Organization - 15 points, Work Plan - 35 points, Cost - 20 points, for a total of 100 points.

On August 23, 2023, the two firms were invited to virtual interviews, which were individually scored by the evaluation committee.

The proposal was weighted 40 percent and the interview 60 percent. As a result of the scoring, Commute with Enterprise was the highest-ranked firm. Commute with Enterprise clearly demonstrated a thorough understanding of the scope of work, had a clear and concise work plan and demonstrated the ability to perform the work necessary for the project. Staff recommends awarding a contract to Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise in a not-to-exceed amount of \$3,000,000 for a three-year term effective January 1, 2024 through December 31, 2026, with three one-year options. SBCTA is still negotiating the contract with Commute with Enterprise and it is not in final form, therefore staff is requesting authorization for the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Contract No. 23-1002958.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Nicole Soto, Multimodal Mobility Programs Administrator

San Bernardino County Transportation Authority

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Approved  
Transit Committee  
Date: November 9, 2023  
Witnessed By:

## Contract Summary Sheet

5.a

## General Contract Information

Contract No: 23-1002958 Amendment No.: \_\_\_\_\_

Contract Class: Payable Department: Transit

Vendor No.: 03307 Vendor Name: Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Ente

Description: Vanpool Vehicle Provider Services

List Any Related Contract Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	3,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,000,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	3,000,000.00

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 12/6/2023 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_ Sole Source? No \_\_\_\_\_ No Budget Adjustment \_\_\_\_\_

Federal/Local \_\_\_\_\_ Professional Services (Non-A&E) \_\_\_\_\_ N/A \_\_\_\_\_

## Accounts Payable

Estimated Start Date: 1/1/2024 Expiration Date: 12/31/2026 Revised Expiration Date: \_\_\_\_\_

NHS: N/A OMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	3,000,000.00	\$	-
GL:	2122	30	0383	0000	52001	42107020		2,975,000.00		-
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Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 23-1002958 (9616 : Contract No. 23-1002958 with Enterprise Rent-a-Car Company for Vanpool Vehicle Provider Services)

**CONTRACT No. 23-1002958****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC  
DBA COMMUTE WITH ENTERPRISE****FOR****VANPOOL VEHICLE PROVIDER SERVICES**

This contract ( "Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Enterprise Rent-A-Car Company of Los Angeles, LLC dba Commute With Enterprise ("CONSULTANT"), whose address is: 333 City Boulevard West, Suite 1000, Orange, California 92868. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

**RECITALS:**

**WHEREAS**, SBCTA requires Work as described in Exhibit A of this Contract and;

**WHEREAS**, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

**WHEREAS**, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of

Work” (“Work”), in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word “Work”, as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing applicable professional standards.

- 1.2 SBCTA’s Project Manager for this Contract is Nicole Soto, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the SBCTA Director of Transit and Rail Programs or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## **ARTICLE 2. CONTRACT TERM**

- 2.1 The Contract term shall commence on January 1, 2024, upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through December 31, 2026, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for three one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2029.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work identified herein and, in compliance with all the terms and conditions of this Contract, shall be as a fixed subsidy for approved vanpools per month, which includes all obligations incurred in, or applied to, CONSULTANT’s performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Three Million Dollars (\$3,000,000). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed based on 50% of allowable vehicle rental rates, not to exceed \$600 per month per qualified petroleum-based vehicle and \$700 per month per qualified zero emission vehicles, pursuant to Exhibit B “Vehicle Cost Matrix Form”. SBCTA will not compensate the CONSULTANT for any subsidies for vehicles not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 To the extent applicable, the Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written

amendment of the Contract.

- 3.3.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements to State and Local Governments.
- 3.3.2 To the extent applicable, any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be returned by CONSULTANT to SBCTA.
- 3.4 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.5 SBCTA reserves the right to conduct a physical inspection and audit of vehicles for safety equipment upon 10-business days' notice to CONSULTANT. Inspections should not occur more than once per year and for no more than five vehicles or five percent of SBCTA's vehicles, whichever is greater. Should SBCTA find that CONSULTANT is not compliant with contractual requirements, CONSULTANT shall bring any non-compliant item(s) into compliance within three (3) business days or temporarily/permanently, as appropriate, replace the non-compliant vehicle with a compliant vehicle.
- If CONSULTANT fails to remedy or replace a non-compliant vehicle pursuant to the contractual terms, SBCTA may withhold the monthly subsidy amount for each non-compliant vehicle, which will be at the expense of the CONSULTANT.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.
- 3.7 Payment to CONSULTANT as provided herein shall be payable on a monthly basis, forty-five (45) calendar days after SBCTA's receipt of an acceptable invoice prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.
- 3.8 CONSULTANT shall submit invoices to the SBCTA Vanpool Program online system (actual system and online URL to be determined) by the seventh (7th) of each month for the vanpools subsidized in the prior calendar month period. Invoices shall be in a Microsoft Excel format and include information as identified in the Sample Invoice in the Scope of Work. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables.
- 3.9 CONSULTANT shall include a statement and release with each invoice, satisfactory to



SBCTA, that CONSULTANT has fully performed the Work invoiced, pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to return by CONSULTANT to SBCTA.

#### **ARTICLE 4. TAXES, DUTIES AND FEES**

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### **ARTICLE 5. AVAILABILITY OF FUNDS**

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work, will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for Work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

#### **ARTICLE 6. PERMITS AND LICENSES**

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Work identified herein.

#### **ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT**

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved

by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.

7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

## **ARTICLE 8. RESPONSIBILITY OF CONSULTANT**

8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.

8.2 INTENTIONALLY OMITTED.

8.3 INTENTIONALLY OMITTED.

8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

8.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA and if applicable, Federal Transit Administration (FTA). This may include preparation of reports for reporting into the National Transit Database, progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives as applicable to the Scope of Work.

8.6 INTENTIONALLY OMITTED.

CONSULTANT shall comply with any applicable FTA requirements in performing the services under this contract.

## **ARTICLE 9. REPORTING AND DELIVERABLES**

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work".

## **ARTICLE 10. TECHNICAL DIRECTION**

10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include, without limitation:

10.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details

or otherwise serve to accomplish the contractual Scope of Work.

- 10.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to SBCTA's program characteristics in Section A of Exhibit A; types and rates of vehicles in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented and agreed to in writing between the Parties.
- 10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
  - 10.2.1 Increases or decreases the Scope of Work;
  - 10.2.2 Directs CONSULTANT to perform Work outside the original Scope of Work;
  - 10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
  - 10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;
  - 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
  - 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
  - 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
  - 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.
  - 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

## ARTICLE 11. CHANGES

- 11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.
- 11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

## ARTICLE 12. CONFLICT OF INTEREST

CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT 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 Contract. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102

Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

## ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered the primary points of contact for the Work being performed under this Contract. Should there be changes to the key personnel, CONSULTANT shall notify SBCTA in writing within seven (7) days of the change. Key Personnel are:

Name	Job Classification/Function
Eric Curtis	Group Commute Manager

## ARTICLE 14. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and standards that are generally accepted in the profession in the State of California.

## ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 CONSULTANT shall remain owner of all documents, materials and products provided for SBCTA under this Contract. CONSULTANT shall also retain all right, title and interest in any pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Contract or developed concurrently with this Contract but not specifically for this Contract. CONSULTANT will provide to SBCTA

reports and data specific to this Contract as necessary for SBCTA to comply with applicable law and in connection with federal, state and local transit funding efforts, upon request of SBCTA and within the time period set forth in Exhibit A (“Scope of Work”). SBCTA and CONSULTANT will be joint-owners of reports and data generated and provided to SBCTA as a result of this Contract (“Reports”) and each party may use the Reports in the future without any need to confer with the other party. All reports and data will be provided at no additional charge to SBCTA and in a mutually agreeable electronic format.

- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 15.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium if unrelated to regular marketing and advertising of the work and services identified in this Contract, without first receiving the express written consent of SBCTA.  
  
SBCTA shall not use CONSULTANT's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium if unrelated to regular marketing and advertising of the work and services identified in this Contract, without first receiving the express written consent of CONSULTANT.
- 15.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only upon agreement in writing by the Parties.
- 15.6 CONSULTANT, its employees, agents and subconsultants shall be committed to protecting the privacy of SBCTA's Vanpool Program participants personal information, including but not limited to their credit card numbers, driver's license numbers, Social Security numbers, national identification numbers, personal account numbers and contact information. CONSULTANT, its employees, agents and subconsultants whose job responsibilities include



accessing, receiving or using customers' or employee's personal information are expected to protect the confidentiality of such information. Customers' or employees' personal information should only be disclosed as necessary to perform one's job responsibilities. CONSULTANT shall ensure that its employees, agents and subconsultants who fail to protect the confidentiality of customers' or employees' personal information will face disciplinary action, up to and including termination of their employment.

## **ARTICLE 16. CONSTRUCTION CLAIMS.**

INTENTIONALLY OMITTED.

## **ARTICLE 17. TERMINATION**

- 17.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving one hundred twenty (120) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 17.1.1 CONSULTANT shall deliver to SBCTA, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause - Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach is incapable of cure, or being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. If it is determined that the Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience..
- 17.2.1 A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 17.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

## **ARTICLE 18. STOP WORK ORDER**

SBCTA shall have the right to stop use of any vehicle that is not fully compliant with all applicable Buy America, safety and insurance requirements until said vehicle is fully compliant with such requirements.

## **ARTICLE 19. CLAIMS**

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

## **ARTICLE 20. INSURANCE**

- 20.1 CONSULTANT shall furnish SBCTA with Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below, the following coverages do not apply to vanpool drivers:

### 20.1.1 Professional Liability. Intentionally Omitted

### 20.1.2 Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a blanket waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

### 20.1.3 Commercial General Liability Insurance – A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by blanket endorsement, as additional insureds where their interest may appear for liabilities arising in whole or in part by the conduct of the CONSULTANT, u.

The commercial general liability policy shall:

- Have a limit for any one occurrence or claim of not less than \$5,000,000 per occurrence and a \$5,000,000 annual general aggregate;
- 
- Have no “CONSULTANT’s limitation” endorsements, as that term is defined, as of the date of this Agreement, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute, that have not been reviewed and approved by the Authority, including endorsements that limit coverage for earth movement or subsidence.
- Have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
- 
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.
- All sub-CONSULTANTS of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:
  - Each occurrence limit: \$1,000,000
  - General aggregate limit: \$2,000,000
  - Personal injury and advertising limit \$1,000,000
  - Products-completed operations aggregate limit \$2,000,000

20.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

20.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an



umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any Rideshare vehicles assigned to or used in performance of the CONSULTANT services.
  - Combined Bodily Injury and Property Damage Liability insurance  
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

#### 20.1.6 Pollution Liability Intentionally Omitted

#### 20.1.7 Cyber Liability or Technology Professional Liability Errors and Omissions Insurance Intentionally Omitted

#### 20.1.8 Railroad Protective Liability - Intentionally Omitted

### 20.2 General Provisions

- 20.2.1 Qualifications of Insurance Carriers - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best Rate of A-VII” or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 20.2.2 Additional Insured Coverage - All policies, except those for Workers’ Compensation insurance, shall name San Bernardino County Transportation Authority, Omnitrans and their officers, directors, members, employees, agents and volunteers, as additional insureds where their interest may appear for liabilities arising in whole or in part by the conduct of the CONSULTANT (the “Additional Insureds”).
- 20.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate.
- 20.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the

CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 20.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 20.2.6 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-CONSULTANT. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 20.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article

to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 20.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at [procurement@gosbcta.com](mailto:procurement@gosbcta.com) to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 20.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 20.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 20.2.11 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also required by subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits required by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 20.2.12 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 20.2.13 Project Specific Insurance – Intentionally Omitted
- 20.2.14 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its

undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

- 20.2.15 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract ., SBCTA may change the insurance coverages and limits required under this contract in consultation with consultant and mutual agreement, which shall not be unreasonably withheld. , whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 20.2.16 Enforcement – SBCTA may take any steps as are necessary to assure CONSULTANT’s compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or terminate this Contract for cause. The insurance required or provided shall in no way limit or relieve the CONSULTANT of its duties and responsibilities under the Contract, including but not limited to, the obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as is available to it under any other provision of the contract or law. Nothing contained herein shall relieve CONSULTANT, or any sub-CONSULTANT of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents. For the duration of the Contract, until acceptance of the Project, CONSULTANT shall have full and complete charge and care of, and shall bear all risk of loss of and injury or damage to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work by CONSULTANT while at the Project site) to the fullest extent of the law. CONSULTANT shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items at the Project site to be utilized with or incorporated in the Work by CONSULTANT) before Final Completion of the Work.
- 20.2.18 No Waiver - Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

## **ARTICLE 21. INDEMNITY**

21.1 Intentionally omitted.

21.2 CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, Omnitrans and their officers, directors, members, employees, agents and volunteers (collectively, the “Indemnitees”) from any and all claims, actions, losses, damages and/or liability (“Claims”)



brought by a third party arising out of or related to the acts or omissions of consultant or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law.

## **ARTICLE 22. ERRORS AND OMISSIONS**

INTENTIONALLY OMITTED.

## **ARTICLE 23. OWNERSHIP OF DOCUMENTS**

INTENTIONALLY OMITTED.

## **ARTICLE 24. SUBCONTRACTS**

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying SBCTA, in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 24.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 24.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

## **ARTICLE 25. INSPECTION OF OPERATIONS**

SBCTA its designees, representatives and agents shall have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products. Audits and inspections are limited to twice per year, after providing 10 days notice to Enterprise.

## **ARTICLE 26. INDEPENDENT CONTRACTOR**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole

supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

#### **ARTICLE 27. ATTORNEY'S FEES**

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

#### **ARTICLE 28. GOVERNING LAW AND VENUE**

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

#### **ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS**

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

#### **ARTICLE 30. PRECEDENCE**

- 30.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work" and Exhibit B "Vehicle Cost Matrix Form", SBCTA's "Request For Proposal", and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 30.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict.

#### **ARTICLE 31. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email

during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<b>To COMMUTE WITH ENTERPRISE</b>	<b>To SBCTA</b>
<b>333 City Boulevard West, Suite 1000</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Orange, CA 92868</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Eric Curtis</b>	<b>Attn: Nicole Soto</b>
<b>Email: eric.curtis@erac.com</b>	<b>Email: nsoto@gosbcta.com</b>
<b>Phone: (657) 221-4400</b>	<b>Phone: (909) 884-8276</b>
<b>2<sup>nd</sup> Contact: Thomas Klingler</b>	<b>Copy: Procurement</b>
<b>Email: Thomas.a.klingler@ehi.com</b>	<b>Email: procurement@gosbcta.com</b>

## **ARTICLE 32. DISPUTES**

- 32.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.
- 32.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

## **ARTICLE 33. GRATUITIES**

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA any gift, entertainment, payment, loan, or other gratuity.

## **ARTICLE 34. REVIEW AND ACCEPTANCE**

INTENTIONALLY OMITTED.

## **ARTICLE 35. CONFIDENTIALITY**

INTENTIONALLY OMITTED.

## **ARTICLE 36. EVALUATION OF CONSULTANT**

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

## **ARTICLE 37. SAFETY**

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract.

## **ARTICLE 38. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

## **ARTICLE 39. ASSIGNMENT**

Neither party may assign this Contract without the prior written consent of the other Party, which shall not be unreasonably withheld. SBCTA will not withhold consent for CONSULTANT to assign the Contract to an affiliate as part of a corporate restructuring.

## **ARTICLE 40. DEBARMENT AND SUSPENSION CERTIFICATION**

40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

40.2 By signing this Contract CONSULTANT certifies as follows:

This certification is a material representation of fact relied upon by SBCTA. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to SBCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

## **ARTICLE 41. PREVAILING WAGE RATES**

INTENTIONALLY OMITTED.

## **ARTICLE 42. CONTINGENT FEE**

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion,



to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE 43. FORCE MAJEURE**

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

#### **ARTICLE 44. WARRANTY**

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense.

#### **ARTICLE 45. CIVIL RIGHTS**

45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaking in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

45.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

#### **ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period due to CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE 47. CONFLICT OF INTEREST**

INTENTIONALLY OMITTED (See Article 12).

#### **ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE 49. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING**

49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:

49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any

employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.

- 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 49.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

## **ARTICLE 50. INCORPORATION OF FTA TERMS**

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees, to the extent it is reasonably able to comply with said terms, to promptly execute such an amendment to this Contract. If CONSULTANT's cannot reasonably comply with said terms, the PARTIES agree to work together in good faith to find a solution in order to continue uninterrupted.

## **ARTICLE 51. FEDERAL CHANGES**

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between direct recipient or subrecipient and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

## **ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express

written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

**ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 53.1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- 53.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) et seq. on CONSULTANT, to the extent the Federal Government deems appropriate.
- 53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

**ARTICLE 54. RECYCLED PRODUCTS**

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

**ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS**

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

**ARTICLE 56. CLEAN AIR**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

**ARTICLE 57. CLEAN WATER REQUIREMENTS**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA who will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

**ARTICLE 58. FLY AMERICA REQUIREMENTS**

CONSULTANT agrees to the extent applicable, to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

**ARTICLE 59. SEISMIC SAFETY REQUIREMENTS**

CONSULTANT agrees to the extent applicable, that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE**

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices. The CONSULTANT must certify that it has complied with the requirements of 49 CFR Part 26. The CONSULTANT shall have on file with the FTA an approved or non-disapproved annual DBE subcontracting participation goal program.

The CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The CONSULTANT shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether CONSULTANT is complying with its DBE goals. The CONSULTANT shall comply with its FTA approved or non-disapproved DBE goal program.



**ARTICLE 61. ENTIRE DOCUMENT**

- 61.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 61.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 61.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

**ARTICLE 61. CONTRACT**

INTENTIONALLY OMITTED.

**ARTICLE 62. EFFECTIVE DATE**

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the day and year written below.

**ENTERPRISE RENT-A-CAR  
COMPANY OF LOS ANGELES, LLC  
DBA COMMUTE WITH ENTERPRISE**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Thomas Klingler  
Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Date: \_\_\_\_\_



**EXHIBIT “A”**  
**“SCOPE OF WORK”**

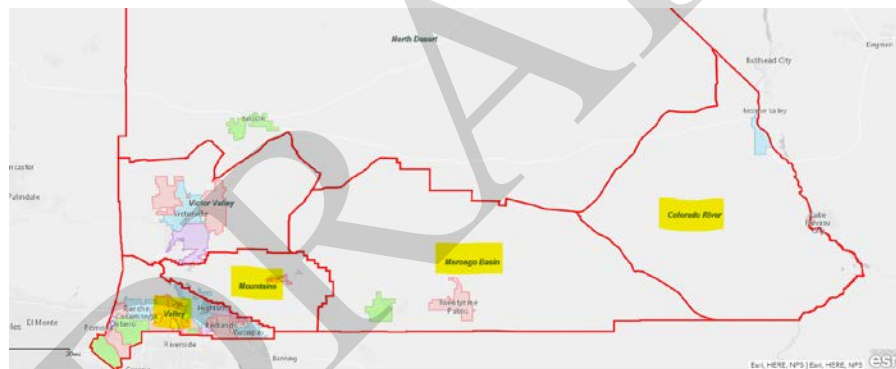
DRAFT

## Vanpool Vehicle Provider Scope of Work

**A. Program Description and Requirements.** The San Bernardino County Transportation Authority (SBCTA) vanpool program provides a subsidy towards the cost of vehicles that meet all qualification requirements described herein (Vehicles) to assist with formation of vanpools in order to provide transit opportunities, all as further detailed herein (Program or Vanpool Subsidy Program). The Program is administered by SBCTA in the San Bernardino Valley, San Bernardino Mountain Communities, Colorado River Basin and Morongo Valley portions of San Bernardino County. Figure 1 below depicts SBCTA’s Program service area (SBCTA Service Area).

Under the Program, Consultant(s) will issue Vehicles directly to qualified individual Program applicants. An individual qualified to participate in the Program, and who enters into a Vanpool Agreement with a Consultant, is referred to herein as the “Coordinator.” The Agencies will provide to Coordinators a list of available Consultant(s), and the individual Program applicant, not the Agencies, will select a Consultant to utilize for use of a Vehicle.

**Figure 1 – SBCTA Vanpool Program Service Area  
(Valley, Mountains, Morongo Basin and Colorado River)**



Vanpool passengers who take a lead role in the vanpool are referred to as “Vanpool Leads”. Vanpool Leads must consist of the Coordinator (who is also the applicant to the Vanpool Subsidy Program) and may also include the primary driver (if the Coordinator is not also the primary driver), an alternate vanpool reporter (if so designated by the Coordinator) or an employer who enters a Vanpool Agreement for the Vehicle on behalf of its employees. The Vanpool Leads are volunteer participants (Participants) in the Program. All other individuals that travel to and from a work or post-secondary school location in the vanpool are considered passengers (Vanpool Passengers or Passengers) and are also voluntary participants in the Program.

Consultant(s) shall be required to provide maintenance, insurance, tow services, sales, marketing, customer service, and all other administrative services described further below. Consultant(s) must also assume all Vehicle responsibilities, including all state and federal laws, and ensure that vanpool drivers are qualified to operate the Vehicle.

The Agencies' Programs seek to address transportation and employment concerns of various groups not able to be served efficiently by public transit. Of this unserved market, the groups that are the target market include but not limited to government, warehouse and health services employees and other work forces of employers in SBCTA's Service Area. The home end of the vanpools may originate in any county or area; however, the destination of the vanpool must be in SBCTA's Service Area.

SBCTA's Program is currently defined by the following characteristics that the Consultant(s) and Coordinator must comply with in order to qualify for and receive an ongoing subsidy:

1. A transit mode comprised of vans, small buses, or other vehicles that can transport seven (7) to 15 individuals (including the driver);
2. Is dedicated to and operates as a ridesharing arrangement for the Vehicles' passengers (who are volunteers and not paid to travel in the vanpool) at least 12 days during each calendar month;
3. Travels at least 30 miles roundtrip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s), with the origin (applicable only if a vanpool program doesn't exist in the destination county or special arrangements are agreed upon between the destination county and SBCTA) and/or destination being to or from the SBCTA Service Area; and
4. Has a minimum 70 percent vanpool occupancy or higher at the time the application is submitted to the Agencies for consideration and maintains a vanpool occupancy of 50 percent or higher on a monthly basis.

These characteristics may be subject to change throughout the term of SBCTA's Agreement with Consultant(s). Changes that occur will be electronically communicated with the Consultants as an administrative modification prior to implementation.

The vanpool driver is a volunteer and shall not be paid by SBCTA's Program for driving the Vehicle. Vanpools must also be in compliance with the requirements stipulated in SBCTA's Agreement with Consultant(s), as well as compliance with all public transit rules, including the Federal Transit Administration's (FTA) Americans with Disabilities Act (ADA) provisions, and be open to the public.

SBCTA's online vanpool application, reporting and database system is referred to throughout as the System ("System") and contains back-end access for Consultant(s) and front-end access for Applicants/Coordinators who apply for SBCTA's Vanpool Subsidy Program through <https://www.ridetheloop.com>. There are detailed procedures contained on the website by which the Coordinators apply for, maintain and report on their vanpool. In addition, the Consultant(s) will provide Coordinator information online through the vanpool websites. Consultant(s) shall comply with SBCTA's requirements for uploading information for a vanpool subsidy application and maintain that information during the period the vanpool is subsidized.

The Consultant(s), and not SBCTA, will enter into a Vanpool Agreement with the Coordinator. The Coordinator will be the applicant to the Vanpool Subsidy Program via the System, and SBCTA will review and approve each Coordinator's application prior to that person being

approved to participate in the Vanpool Subsidy Program. Consultant(s) Vanpool Agreement shall be subject to the Agencies' review and approval prior to the Agencies' approval of a Coordinator application.

Prior to Vanpool Subsidy Program approval, the Coordinator must enter into a month-to-month Vanpool Agreement with the Consultant of his/her choice from the list of SBCTA-approved Consultant(s). The Coordinator shall be responsible for coordinating fueling of the Vehicle, arranging for regular maintenance, and collecting monthly fares from passengers. Vanpool Leads and Passengers pay the balance of the monthly vanpool service charges, less the monthly subsidy from SBCTA, and are also responsible for paying for additional operating costs, such as fuel, express lane/toll fees, parking fees, additional vehicle features (such as onboard GPS, satellite radio or Wi-Fi), etc., that are not subsidized by SBCTA.

Consultant(s) shall provide the Vehicles, including required ADA modifications if requested, equipment, supplies and other materials, maintenance, emergency and non-emergency towing services, coordinating and providing emergency and non-emergency passenger transportation, maintenance facilities, employees, insurance, and any other items necessary to provide the services in accordance with SBCTA's Agreement with Consultant(s). Should the Consultant(s) provide Vehicles that require alternative fuel (Battery Electric, Natural Gas, Hydrogen, etc.), Consultant(s) shall ensure that Vehicle fueling and related infrastructure is reasonably available near the vanpool origin AND destination. The Agencies and their agents shall not be responsible for funding, installing, maintaining and/or availability of Vehicle fueling infrastructure, or for fleet administration.

Consultant(s) are encouraged to provide alternative fuel Vehicles where alternative fuel and maintenance are readily available at the home end and the work end, and emergency and non-emergency roadside assistance is available throughout each vanpool's route. In addition, all alternative fuel Vehicles provided shall have the ability to provide a round trip commute to adequately meet the commute distance of a given vanpool group.

SBCTA is the entity reporting into the National Transit Database (NTD) system, and not the Consultant(s). However, the Consultant(s) shall provide SBCTA required and accurate Consultant-related performance data needed for monthly and annual NTD reporting, in a format and timeframe identified by SBCTA. All vehicle and driver updates, as well as vehicle checklists and agreements must be entered into the System by the 7<sup>th</sup> of the following month. Monthly invoices for the prior month period shall be emailed to SBCTA by no later than the 7<sup>th</sup> of the following month. Annual NTD reports (including, but not limited to the A30, F30, F40 and R20 reports) must be provided to SBCTA by no later than the last working day of August of each year, for the prior fiscal year period.

SBCTA shall pay Consultant(s) up to \$600.00 per month for each petroleum-based vehicles and \$700 per month for each zero emission vehicle that is an SBCTA-approved vanpool. The amount may be subject to change throughout the term of SBCTA's Agreement, subject to the terms and conditions identified in SBCTA's Agreement. The Agencies reserve the right to rescind the Vanpool Subsidy Program at any time, for whatever reason, including but not limited to lack of

funding. The balance of the monthly Vehicle cost (as well as other vanpool program expenses) shall be paid by the Participants and Vanpool Passengers.

The subsidy amount shall not exceed 50 percent of the total monthly cost of each van unit. Where the subsidy is found to be in excess of 50 percent of the total monthly cost of an individual Vehicle, the subsidy shall be reduced to an amount that is within the 50 percent threshold. For example, a Vehicle with a total monthly cost of \$1,100.00 would receive a reduced subsidy of \$550.00. SBCTA will review each vanpool application on an individual basis to determine the appropriate subsidy amount per SBCTA's vanpool program guidelines. Averages of fleet-wide Vehicle costs will not be considered.

Based on SBCTA projections, as well as current participation levels, SBCTA anticipates that the Program may subsidize up to 125 vanpools by the end of FY 2023-2024. However, SBCTA does not make any guarantee, representation, or commitment that additional funding will be available to continually grow the number of participants.

**B. Vehicle Offerings and Prices.** The Consultant(s) shall supply the Vehicles, equipment, supplies and other materials, maintenance, emergency and non-emergency towing services, maintenance facilities, insurance, and any other items necessary to provide the services in accordance with SBCTA's Agreement with Consultant(s). Monthly Vehicle rates shall not exceed the pricing identified in the Vehicle Cost Matrix Form, Attachment B of the RFP. During SBCTA's Agreement term, Consultant(s) shall update the Vehicle Cost Matrix Form, Attachment B by June 1st of each year for the period of July 1st through June 30th of the following year (SBCTA's fiscal year period). SBCTA may elect to post the Vehicle rates on their respective websites or other designated website(s) for general information purposes.

**C. Spare Vehicles.** Consultant(s) shall have available, within 60 miles distance from SBCTA's office, available or access to "spare" vehicles to provide should a vanpool require a temporary vehicle to replace an active Vehicle (due to a breakdown, or scheduled maintenance/repairs). Consultant(s) shall have a spare vehicle ratio that is one percent of their active fleet or five percent of their active SBCTA subsidized fleet, whichever is greater. For example, should SBCTA subsidize 100 vanpool Vehicles through Consultant, then Consultant shall have readily access to a minimum of five (5) spare vehicles available to deploy should a vanpool require a replacement vehicle. The number of spares available shall be quantified and added to each invoice submitted to SBCTA, for the prior month period.

**D. Vehicle Capacity, Age and Condition.** Consultant shall make available Vehicles that will seat a minimum of seven (7) passengers to a maximum of 15 passengers, including the driver. Vehicles must at all times contain all seven (7) passenger seats, modification or removal of seats that provide less than seven (7) seats will not be eligible for SBCTA's subsidy. Consultant(s) shall provide Vehicles that meet the following requirements:

1. Vehicles are four (4) model years of age or younger at the inception of the Vanpool Agreement between Consultant and Coordinator and do not exceed an odometer reading of 100,000 miles, during the entire time period the Vehicle is subsidized.

2. If approved by SBCTA, Vehicles six (6) model years of age or younger at the inception of the Vanpool Agreement between Consultant and Coordinator and do not exceed 200,000 miles during the entire time period the Vehicle is subsidized.

Consultant(s) shall replace any Vehicle before that Vehicle exceeds the limits approved by SBCTA above. Should a Coordinator request to continue leasing a Vehicle that does not meet the requirements, a written waiver of the Vehicle age and mileage limit may be issued. Regardless of the requirements and waivers, Consultant(s) shall replace any Vehicle that experiences two (2) or more mechanical failures / breakdowns in a one (1) month period. All Vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), and all other applicable State and Federal laws and regulations at all times. Consultant(s) are responsible for Vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.

**E. Vehicle Features/Safety Equipment.** Consultant(s) shall provide at a minimum the following features/equipment with each Vehicle at the time of delivery to Coordinator:

1. Air Conditioning and Heating; and
2. All safety supplies, including but not limited to a first aid kit and a fire extinguisher to the extent required by any applicable provisions of the California Vehicle Code § 34509.

Should SBCTA's physical inspection and/or audit find that Consultant is not compliant with contractual requirements, Consultant shall bring any non-compliant item into compliance within three (3) business days. If Consultant fails to remedy/replace a non-compliant Vehicle pursuant to SBCTA's Agreement, SBCTA may withhold the monthly subsidy amount for each non-compliant Vehicle.

**F. Accessible Vehicles.** Upon request of a Participant, a passenger, a potential passenger, and/or potential Participant in the Program, the selected Vendor will provide a vehicle that is compliant with the ADA. Consultant(s) shall provide wheelchair accessible vehicles and make other modifications to an existing vehicle to accommodate persons with disabilities. The vehicle shall meet the current Americans with Disabilities Act regulations as per FTA Circular C 4710.1. Within 30 days of such a request from a passenger, the Consultant shall verify the passengers' disability and provide an accessible vehicle. Consultant shall have a procedure approved by SBCTA to verify the passenger's disability. The FTA definition of disabled persons shall apply and is as follows: Persons "who by reason of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including any individual who is a wheelchair user or has semi- ambulatory capabilities), cannot use effectively, without special facilities, planning, or design," public transportation services. Consultant(s) shall charge an identical rate for an ADA-modified vehicle, as they would for a non-ADA modified vehicle.

**G. Personal Use.** The purpose of the Program shall be for home to work and/or vocational/post-secondary education commuter trips. Any use of the Vehicle where the Vehicle travels to locations other than from home to work and/or school and from work/and or school and back to the home end, is defined as Personal Use ("Personal Use") of the Vehicle. Personal Use of the Vehicle may be negotiated between the Coordinator and the Consultant(s), and if included in the Vanpool Agreement, shall not exceed 20 percent of the total van miles driven during a calendar



month period. The subsidy shall in no way be accounted for Personal Use of the Vehicle in excess of 20 percent of the total van miles driven during a calendar month period.

**H. Vanpool Agreement and Term.** Consultant shall charge Coordinators a monthly Vehicle rate not exceeding the Consultant's annual pricing information as provided in the Vehicle Cost Matrix Form, Attachment B and as further stipulated in Section B above. All Coordinator Vanpool Agreements must be on a month-to-month basis unless the Coordinator (at his or her sole discretion) requests and negotiates a longer term. The Agreement shall be available in any language required to meet FTA's Limited English Proficiency (LEP) obligations as per Circular C 4702.1B

**I. Marketing.** Consultant(s) shall seek to grow the Program by actively soliciting new customers and adding more vanpools. Consultant(s) shall endeavor to increase the number of vans participating in the Program, by:

1. Soliciting new customers and adding more vanpools in conjunction with market opportunities; and
2. Attending outreach events/meetings with SBCTA and/or allowing SBCTA participation in Consultant-organized outreach events/meetings; and
3. Reducing the number of vanpool terminations due to loss of riders by actively assisting vanpools to fill empty seats; and
4. Refraining from directly soliciting existing vanpool participants with the intention of increasing market share without contributing to the overall growth of the Program; and
5. Creating promotional materials that clearly describe the Consultant's services, as well as SBCTA's role in the Program. All marketing materials that reference the Vanpool Subsidy Program shall, prior to distribution, be reviewed and approved by SBCTA, and provided in a user-friendly, electronic format; and
6. Affixing on all Program Vehicles a decal that has been designed, produced and provided by SBCTA. The decal will display the program's logo and/or other contact information; and
7. Allowing for placement of SBCTA's or partner materials in the interior of each Vehicle; and
8. Directing all new and potential Program Participants to SBCTA's website/System; and
9. Sharing SBCTA's Program tools, outreach materials, program website and resources, when conducting vanpool formation meetings; and
10. As requested by SBCTA, attending monthly marketing meetings with SBCTA staff.

Consultant(s) are required to submit a monthly written Marketing Report utilizing the template identified in SBCTA Vanpool Marketing Report Template and due by the 10th of each month. The Marketing Report details the marketing and outreach activities conducted by Consultant(s) during the prior month and identifies upcoming activities for the following period.

**J. Customer Service.** Consultant(s) shall provide personnel necessary to offer timely and effective customer service and support to Program Participants. Consultant(s) shall provide contact information during business hours, as well as contact information during other non- business hour timeframes to SBCTA as well as Participants.



**K. Insurance.** Insurance coverage requirements are set out in SBCTA's Agreement, Attachment B.

**L. Maintenance.** Consultant(s) shall:

1. Employ a scheduled maintenance program, as well as an unscheduled repair program, to ensure continued reliability and performance of the Vehicles used in the Program; and
2. Arrange and make available a Vehicle repair service location that is within ten (10) miles of either the Participant's home or work location; and
3. Identify situations where a Participant brings a vehicle to a repair facility vs. repair is done at Participant's home/work end (such as windshield repair), or Consultant(s) brings a Vehicle to the Participant's home/work end while Participant's primary Vehicle is under repair; and
4. Develop and provide to SBCTA a set of procedures that ensure prompt reimbursement to Participants for incidental expenses or emergency repairs incurred; and
5. In the event of a breakdown of a Vehicle or a repair that extends beyond one (1) day, Consultant(s) shall provide a replacement Vehicle, in a timely manner, to minimize the delay of arrival home or to work. This may require providing a replacement Vehicle by shift end, or to provide transportation home from work as applicable at the time of breakdown.

**M. Towing Assistance.** Consultant(s) shall provide emergency and non-emergency towing assistance to Vehicles while in service/operation and will be available at all times. This service shall include, but not be limited to, the repair of flat tires, gas/alternative fuel delivery, battery jumps and lock-out services.

**N. Driver Selection, Training, Orientation and Vanpool Agreement Revocation.** Consultant(s) shall provide SBCTA with their driver selection and orientation procedures for all drivers of the vanpool. Procedures should identify Consultant(s) criteria for revoking or suspending a Vanpool Agreement or driver privileges and procedures/penalties if the Coordinator were to terminate the agreement. Consultant(s) shall conduct an initial orientation with all drivers and back-up drivers to ensure they understand program requirements and the agreement between the Consultant and driver(s). Driver safety training shall be provided by the Contractor to new drivers and back up drivers prior to assuming any driver responsibilities. Training and information for vanpool drivers on the rules and operations of the vans shall be available in any language required to meet FTA's Limited English Proficiency (LEP) obligations as per Circular C 4702.1B. Contractor shall submit rosters of new driver training as occurs to SBCTA.

**O. Complaints/Grievances.** Consultant(s) shall provide SBCTA their procedures for how Participant complaints are handled and addressed and shall specify at what point in time Consultant(s) notifies SBCTA of such complaints or grievances.

**P. Periodic Consultant(s) Meetings.** Consultant(s) shall attend meetings as scheduled by SBCTA. Meetings may occur during Program start-up, System orientation and training, and when new Consultant staff is assigned to the Program. SBCTA may also schedule meetings to coordinate Consultant outreach and marketing efforts. Consultant(s) shall provide the personnel and

marketing resources necessary, and participate in scheduled marketing campaigns, events, and activities in coordination with SBCTA.

**Q. Completeness/Effectiveness.** Consultant(s) shall assist SBCTA in continuously improving Program effectiveness and reducing Program administrative costs by:

1. Providing timely and high-quality updates to applications in the System within five (5) business days of a Vehicle, Vanpool Agreement or Coordinator change; and
2. Providing timely and high-quality invoicing and reporting at month end and at fiscal year-end; and
3. Facilitating the completion of periodic SBCTA-provided surveys of Participants and Vanpool Passengers, which may include post-participation surveys for those that terminate their involvement with the program; and
4. Actively participating in business process reviews and assisting with the implementation of process improvements.

**R. Reporting Support.** Provide personnel and tools necessary to offer timely and accurate monthly and annual reporting as required by SBCTA and/or the NTD. Consultant(s) shall provide, and enter into SBCTA's prescribed format/System, all Consultant-related performance data needed for monthly and annual NTD reporting. The FTA may amend the NTD reporting requirements, and it is the responsibility of the Consultant(s) to be familiar with those requirements, which can be found on the FTA website at: <https://www.transit.dot.gov/ntd>.

**S. Application Process.** Consultant(s) shall direct Coordinators who will be applying to the Program to qualify on SBCTA's website/System. Upon qualification, the Coordinator may only then submit an application through the System. SBCTA will provide to the Coordinator, the Primary Driver (if not the Coordinator), as well as an alternate vanpool reporter, a Participation Agreement that must be executed by all required parties and submitted into SBCTA's System. Consultant(s) are required to submit their information into SBCTA's System, which shall include, but is not limited to, the Coordinator's vehicle make/year/model, vehicle size, vendor unit #, starting odometer, date of vehicle possession, date the change took effect, seating type, vehicle length, miles per gallon, monthly miles the Vanpool Agreement is based on, PDF version of the vehicle checklist, PDF version of the Vanpool Agreement, description of any ADA features, monthly Vehicle amount and start date. All completed applications will be reviewed and approved by SBCTA and may begin on a date other than the first of the following month. SBCTA reserves the right to change application deadlines and subsidy start dates.

To comply with Buy America requirements, Consultant(s) shall certify to SBCTA that it will comply with Federal Buy America requirements including any applicable waivers (which may include, but not be limited to providing proof that final vehicle assembly occurred in the United States). SBCTA uses a different funding source for zero emission vehicles, therefore this requirement does not apply to zero emission vehicles being provided. Consultant shall submit such certification in PDF format by Consultant(s) for each Vehicle that is anticipated to operate in SBCTA's program following Notice to Proceed. During each application processing and approval, SBCTA will verify documentation is on file for each Vehicle. SBCTA will request from Consultant(s) additional documentation that may be missing, and if unable to fulfill the request, it may result in SBCTA rejecting the subsidy application and payment to Consultant(s).

**T. Approved Application Changes.** Consultant(s) shall make the following changes in the System, and provide written notification to SBCTA within five (5) business days of the occurrence:

1. Termination of a vanpool, including the reason for termination; and/or
2. A change in the Coordinator (new Coordinator) of an approved vanpool and the new Vanpool Agreement and new vehicle checklist; and/or
3. Change in date of Vanpool Agreement; and/or
4. Address or phone number change for Participants; and/or
5. Vehicle change, including the new make/model/year, size and new vendor vehicle unit ID #; and/or
6. Change in monthly Vehicle amount; and/or
7. Consultant change of a vanpool.

**U. Consultant Deliverables.** During the course of SBCTA's Agreement term, Consultant(s) shall:

1. Submit in a timely manner and as outlined in this Scope of Work, information required to be supplied by Consultant(s) to SBCTA's System for subsidies to commence on a date as determined by SBCTAs; and
2. Submit into the System, by the 7th of each month, an invoice in a Microsoft Excel format similar to the sample provided in Sample Invoice, that provides the following information in each column, for vanpools subsidized in the prior calendar month period:
  - i. SBCTA Agreement number, addressed to the Vanpool Project Manager;
  - ii. Date invoice was emailed to SBCTA and the period of performance (will always be a calendar month period);
  - iii. The number of spare vehicle units available to the Program during the Period;
  - iv. Sequential count of vanpools subsidized in the month period;
  - v. SBCTA Vanpool ID;
  - vi. Consultant(s) Vehicle Unit number;
  - vii. Consultant(s) Vanpool Agreement number with Coordinator;
  - viii. Coordinator first name;
  - ix. Coordinator last name;
  - x. Vanpool start date;
  - xi. Total monthly Vehicle cost;
  - xii. SBCTA Subsidy amount;
  - xiii. Vanpool Termination date and final subsidy as determined by SBCTA (if terminated); and
  - xiv. All other relevant information, comments and notes regarding the status of each vanpool and the Program (such as if there were a Coordinator and/or a vehicle change during the month).

If an invoice has any discrepancy and is not consistent with the System information/data, SBCTA will return the invoice to Consultant(s) for corrections or updating information within the System, and then Consultant(s) will re-submit the invoice when corrections have been completed. SBCTA will not disperse subsidies for vanpools that were not approved by them during the month period.

SBCTA will not begin processing an invoice for payment until the invoice is correct and matches all data in the System for the reporting month.

Upon SBCTA's request, along with the monthly invoice submittal, Consultant(s) shall provide for the same monthly invoice period a summary of the following reports and activities:

1. Regional sales, marketing and outreach activities (SBCTA Vanpool Marketing Report Template); and
2. If any, ADA vehicles or modifications requested, by Vanpool ID and Consultant(s) Vehicle number, and Consultant(s) response in a format similar to SBCTA ADA, Incident Vehicle Failures Report Template; and
3. Any minor or major incidents, in a format similar to SBCTA ADA, Incident Vehicle Failures Report Template, involving a vanpool Vehicle per the most recent FTA Safety and Security Policy Manual, by Vanpool ID and Consultant's Vehicle number, and Consultant's response; and
4. If any major or other mechanical system failures, in a format similar to SBCTA ADA, Incident Vehicle Failures Report Template, by Vanpool ID and Consultant's Vehicle number, and Consultant's response.

Consultant(s) shall provide Annual NTD reports and forms by no later than the last working day of August each year, based SBCTA's annual fiscal year (July 1st through June 30th). Consultant(s) will submit directly to SBCTA the information, which shall include, but not be limited to:

1. Coordinator Annual Vehicle Cost Report. Per line item the report includes:
  - a. SBCTA Vanpool ID and Consultant's Vehicle unit number; and
  - b. Coordinator's and Primary Driver's first and last name; and
  - c. Vanpool Vehicle cost listed monthly per Coordinator.
2. FTA/NTD A-30 form with information about Program Vehicles during the fiscal year, as outlined and required in the reporting year form provided by the NTD; and
3. FTA/NTD F-30 and F-40 form with details of Consultant's costs incurred, as outlined and required in the reporting year form provided by the NTD; and
4. NTD Revenue Vehicle Failures, which requires details of vehicle failures (as required on the FTA/NTD Form R-20); and
5. Details of vehicle maintenance performed, to include, but not be limited to a log/record of all maintenance, inspections, servicing and repairs performed for each vehicle, including the dates of service, odometer readings, and descriptions of the work performed.

Failure to provide the annual reports within the time requirements stated in this section above will result in the withholding of any subsidy payment until the annual reports are submitted in their entirety to SBCTA.

## **SAMPLE DOCUMENTS FOR REFERENCE**

**SBCTA Vanpool Marketing Report Template**

**Sample Invoice**

**SBCTA ADA, Incident Vehicle Failures Report Template**

DRAFT

## SBCTA Vanpool Marketing Report

### *New Vanpool Activity*

Vanpool ID	Number of Passengers	Employer	Vanpool Vendor Staff Contact	Delivery Date

### *Vanpool Terminations*

Vanpool ID	Number of Passengers	Employer	Vanpool Vendor Staff Contact	Reason for Termination

**Vanpool Watch List**

Please identify the vanpools that are in jeopardy of termination. Please identify the root cause and the action being taken to address the issue(s):

Vanpool ID	Employer	Reason	Action Being Taken	Vanpool Vendor Staff Contact

**Vanpool Forecast**

Please include a forecast of the number of vanpools expected to start during the next period:

Employer	Number of Vanpools	Number of Passengers	Vanpool Vendor Staff Contact	Notes



**Meetings and Events During Month**

Please list the vanpool formation meetings and events held throughout the region. Include a list of the contacts made at employer sites, the number of people that attended the meeting or event, and the number of people added to an interest list:

Type of Meeting/Event	Date	Employer	Vanpool Vendor Staff Contact	Attendance	# Added to Interest List

**Planned Meetings and Events**

Please list any upcoming/planned meetings/events:

Type of Meeting/Event	Date	Employer	Vanpool Vendor Staff Contact	Anticipated Number of Attendees

**Vanpool Opportunities and Leads**

*Please provide a list of current opportunities and leads and their status:*

Employer	Number of Vanpools	Vanpool Vendor Staff Contact	Notes

**Other Promotions**

*Please provide a list/description of other promotions and/or marketing activities that took place or are planned:*

Type	Notes

# Sample Invoice

Make checks payable/mailed to:		Invoice Date:		Invoice Submittal Date:		Invoice to:		Agency Name	
Vendor Name						Attention:		Agency Contact	
Invoice Prepared by: Name								Agency Address	
Vendor Address									
						Email:		Agency Email	
								Upon complete, upload invoice to VanClub.net or RideTheLoop.com	
Agreement Not to Exceed Amount: \$ 500,000.00						Invoice Period:		Invoice Period	
Prior Invoices Submitted \$ 400.00						Agreement No:		Agency Agreement Number	
Current Invoice Amount: \$ 750.00						Agreement Term:		Agency Agreement Term	
Subcontract Balance: \$ 498,850.00						Vendor Reference No:		Vendor Reference/Invoice Number	

[illegible]

## SBCTA ADA, Incident and Vehicle Failures Report

### ADA Vehicles Requested

Agency Vanpool ID	Vendor Vanpool ID	Request Type	Status	Other Notes

### Vehicle Incidents

Agency Vanpool ID	Vendor Vanpool ID	Incident Type	Status	Other Notes

### Vehicle Failures

Agency Vanpool ID	Vendor Vanpool ID	Failure Type	Major or Minor	Status	Other Notes

**EXHIBIT “B”**  
**COST PROPOSAL**

DRAFT

**Contract No. 23-1002958**

**Exhibit "B" - Vehicle Cost Matrix Form**

**(Ceiling Rates)**

Vehicle Make & Model	Seating Capacity	Model Year						
			30-50	51-100	101-150	151-200	201-250	251+
OEM Ford Transit	15	2019 - 2023	\$1,838	\$1,943	\$2,048	\$2,258	\$2,468	N/A
Converted Ford Transit	8 to 14	2019 - 2023	\$1,943	\$2,048	\$2,153	\$2,363	\$2,573	N/A
Ultra-Luxury Ford Transit	8 to 10	2019 - 2023	\$2,100	\$2,205	\$2,310	\$2,415	\$2,625	N/A
Minivan	7 or 8	2019 - 2023	\$1,680	\$1,785	\$1,890	\$1,995	\$2,205	N/A
Base Crossover	7	2019 - 2023	\$1,575	\$1,680	\$1,785	\$1,890	\$2,100	N/A
Premium Crossover	7	2019 - 2023	\$1,680	\$1,785	\$1,890	\$1,995	\$2,205	N/A
Large SUV	7 or 8	2019 - 2023	\$1,785	\$1,890	\$1,995	\$2,100	\$2,415	N/A
Luxury SUV	7	2019 - 2023	\$2,100	\$2,205	\$2,310	\$2,415	\$2,625	N/A
Electric Vehicle	7	2022-2024	\$2,600	\$2,700	\$2,800	\$3,000	\$3,500	N/A

Attachment: Contract No. 23-1002958 (9616 : Contract No. 23-1002958 with Enterprise Rent-a-Car

## ***Minute Action***

### AGENDA ITEM: 6

***Date:*** November 9, 2023

***Subject:***

Release of Request for Proposals for the Electric Vehicle Charging Station

***Recommendation:***

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Authorize the Executive Director, or his designee, to release a Request for Proposals to assign the management and ownership of Electric Vehicle Charging Station Program currently managed and owned by SBCTA.

***Background:***

Staff requests authority to release a Request for Proposals (RFP) to solicit proposals from third party vendors to own and operate the electric vehicle charging stations at locations currently owned and operated by San Bernardino County Transportation Authority (SBCTA). Staff began investigating the cost effectiveness of the SBCTA-managed Electric Vehicle (EV) Charging Station Program in light of the Electric Vehicle DC Fast Charging (DCFC) Stations located in the SBCTA east parking lot being out of service and the ultimate impairment of the DCFC assets. Staff investigated multiple options to get the charging stations back online, or replaced, including the procurement of new fixtures and equipment.

Pursuant to SBCTA Resolution No. 22-007, adopted January 5, 2022, SBCTA collects a fee of 25 cents per kWh (kilowatt-hour) dispensed from the Level 2 electric vehicle charging stations, which dispense energy at a peak rate around 6 kW (kilowatt) per hour, with a \$2 per hour parking fee which starts 2 hours after the car has stopped charging. Per Resolution No. 22-007, SBCTA would collect 30 cents per kWh dispensed from the Level 3 DCFC stations, which, when functioning, can dispense energy at a peak rate around 50 kWh per hour, with a \$10 per hour parking fee which starts 1 hour after the car has stopped charging. SBCTA currently manages the current SBCTA chargers:

- SBCTA East Parking Lot:
  - Four (4) Level 2 chargers
  - Two (2) Level 3 DCFC chargers
- San Bernardino Depot Metrolink Station:
  - Three (3) Level 2 chargers
- San Bernardino Transit Center
  - Five (5) Level 2 chargers

The approved charging rates were established using a partial recovery rate of approximately 39 percent to further support the implementation of zero-emission vehicles. The partial cost recovery was estimated to recover the full cost of electricity in addition to other indirect costs.

*Entity: San Bernardino County Transportation Authority*



## Transit Committee Agenda Item

November 9, 2023

Page 2

Staff recently evaluated the period from November 2017 through to June 2023, and determined that the EV Charging Station Program collected \$19,300 in revenue. Based upon the time of use of when the energy was dispensed and the peak 15 minute energy demand from the charging stations, it is estimated that the energy costs alone during the evaluated time period totaled \$22,000, which is less than the partial cost recovery previously estimated. Overhead costs such as staff time, software services, warranty services, maintenance, and replacement parts are estimated to cost an additional \$2,300 per month. The total initial capital cost of \$663,300 is not included in the cost recovery since it was paid in part using South Coast Air Quality Management District Mobile Source Review Committee grant funding. Furthermore, staff reached out to various vendors to determine current cost to replace the DCFC chargers that are out of service at the SBCTA east parking lot and determined the current cost to replace them is \$126,000.

In the course of reaching out to potential vendors, some expressed interest in installing and managing the EV equipment at the various SBCTA-managed locations, which include the SBCTA east parking lot, San Bernardino Depot Metrolink Station, and the San Bernardino Transit Center.

Based on the recent cost recovery evaluation and interest from other third parties, staff is seeking Board approval to release an RFP to solicit proposals from third party vendors to own and operate the electric vehicle charging stations at locations currently owned and operated by SBCTA, so that staff can engage said vendors in negotiations of contract terms that align with SBCTA's goals for providing electric vehicle charging options at the Downtown San Bernardino Transit Center and the San Bernardino Depot. Staff would then return to Transit Committee and the Board for final approval of any contract.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2023/2024 Budget. A budget amendment will be recommended when awarding the contract.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

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Approved  
Transit Committee  
Date: November 9, 2023

Witnessed By:

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San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** November 9, 2023

***Subject:***

Amendment(s) to Contract No. 20-1002310 with Stadler US, Inc., for Capital Spare Parts and Training

***Recommendation:***

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Authorize the Executive Director, or his designee, to negotiate and execute one or more amendments, as needed, to Contract No. 20-1002310 with Stadler US, Inc., upon approval as to form by General Counsel, in an amount not-to-exceed \$2,000,000, for capital spare parts for the Zero Emission Multiple Unit (ZEMU) vehicle, development of training manuals and provision of ZEMU operations training.

B. Approve a contingency amount, not-to-exceed \$200,000, for Contract No. 20-1002310 and authorize the Executive Director, or his designee, to release contingency as necessary.

C. Approve an amendment to the Fiscal Year 2023/2024 Budget for Task No. 0315 – Transit Capital to increase Local Transportation Funds (LTF) Rail in the amount of \$2,200,000.

***Background:***

In November 2019, Contract No. 20-1002310 with Stadler US, Inc. (Stadler) for the production of the Zero Emission Multiple Unit (ZEMU) was executed using the Arrow Diesel Multiple Unit (DMU) as the basis for negotiations and development of the technical specifications for the hybrid hydrogen-fuel cell battery ZEMU. Design of the vehicle commenced shortly after the contract's execution and Stadler began manufacturing the vehicle in the summer of 2021 with components similar to the DMUs while further refining the hydrogen propulsion technology. The ZEMU vehicle assembly was completed in mid-2022 and unveiled at InnoTrans, an international trade and visitor fair for transport technology. Dynamic testing in Switzerland began in December 2022 and wrapped in May 2023. Subsequently, the ZEMU was prepared for shipment and the vehicle arrived in the United States on August 14, 2023.

The original contract scope did not include capital spare parts and training, which were deferred to the maintenance agreement contemplated in Contract No. 20-1002310, as the hydrogen train was still to be researched and developed. However, with the current market environment, staff determined it is necessary to add this scope to the purchase contract to ensure long lead items are procured in time, training manuals are developed, and operators are trained prior to the arrival of the ZEMU to San Bernardino. Staff is requesting approval of an amendment to Contract No. 20-1002310 to increase the contract value by no more than \$2,000,000 to account for the purchase of capital spare parts and for training. This increase will be paid for with Local Transportation Funds (LTF) Rail.

The three amendments previously executed by San Bernardino County Transportation Authority (SBCTA) include:

- Amendment No. 1, in an amount not-to-exceed \$117,216.50, was executed to lengthen the power pack and increase fuel storage capacity. SBCTA and Stadler agreed to equally

*Entity: San Bernardino County Transportation Authority*

## Transit Committee Agenda Item

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share the \$234,433 estimated cost. This change brought the total not-to-exceed contract amount to \$23,617,216.50.

- Amendment No. 2, with a not-to-exceed amount of \$41,000, was executed to support modifications to the master controller so that the operator can brake in the most energy efficient mode whenever possible, resulting in an overall reduced fuel consumption. This change brought the total not-to-exceed contract amount to \$23,658,216.50.
- Amendment No. 3, in a not-to-exceed amount of \$27,000, to account for the additional side impact load case test, bringing the total not-to-exceed cost to \$23,685,216.50.

Additionally, \$48,942 of the original contingency amount has been released, and in October 2023, the Board approved a contingency increase of \$2,543,227.12 for vehicle qualification testing at the Transportation Technology Center in Pueblo, Colorado.

A draft amendment is included with this item. Upon determination of the total amount, the new total contract amount will be inserted in the amendment and Exhibit B will be updated. An amendment for spare parts will be initiated immediately upon Board approval; negotiation of the manuals and training may take longer, and if those are not finalized at the same time as the spare parts order, they will be the subject of a separate amendment.

With the scope change, staff is requesting the Board also approve increasing the contingency amount by \$200,000 and authorize the Executive Director, or his designee, to release contingency as necessary and approve an amendment to the Fiscal Year 2023/2024 Budget for Task No. 0315 – Transit Capital to increase LTF Rail in the amount of \$2,200,000.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2023/2024 Budget. Approval of this item will authorize a budget increase of \$2,200,000 in Local Transportation Funds (1040) to Task 0315-Transit Capital.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Approved  
Transit Committee  
Date: November 9, 2023

Witnessed By:

## Contract Summary Sheet

## General Contract Information

Contract No: 20-1002310 Amendment No.: 4 Capital Spare Parts and TrainingContract Class: Payable Department: TransitVendor No.: 03334 Vendor Name: Stadler US, Inc.Description: Procurement of Zero-Emission Multiple Unit Rail Vehicle

List Any Related Contract Nos.: \_\_\_\_\_

## Dollar Amount

Original Contract	\$	23,500,000.00	Original Contingency	\$	500,000.00
Prior Amendments	\$	185,216.50	Prior Amendments	\$	2,543,227.12
Prior Contingency Released	\$	48,942.00	Prior Contingency Released (-)	\$	(48,942.00)
Current Amendment	\$	2,000,000.00	Current Amendment	\$	200,000.00
<b>Total/Revised Contract Value</b>	<b>\$</b>	<b>25,734,158.50</b>	<b>Total Contingency Value</b>	<b>\$</b>	<b>3,194,285.12</b>

Total Dollar Authority (Contract Value and Contingency)

\$ 28,928,443.62

## Contract Authorization

Board of Directors \_\_\_\_\_ Date: 12/6/2023 \_\_\_\_\_ Committee \_\_\_\_\_ Item # \_\_\_\_\_

## Contract Management (Internal Purposes Only)

Capital Project Contracts \_\_\_\_\_ Sole Source? Yes \_\_\_\_\_ Board Approved Budget Adjustment \_\_\_\_\_

State/Local \_\_\_\_\_ Construction \_\_\_\_\_ N/A \_\_\_\_\_

## Accounts Payable

Estimated Start Date: 12/4/2019 Expiration Date: 6/1/2024 Revised Expiration Date: \_\_\_\_\_NHS: N/A OMP/QAP: N/A Prevailing Wage: No

							Total Contract Funding:		Total Contingency:	
							\$	25,734,158.50	\$	3,194,285.12
GL	2565	30	0315	0336	56550	42206504		23,734,158.50		1,287,841.50
GL	1050	30	0315	0336	56550	42218001		-		1,706,443.62
GL	1040	30	0315	0371	56550	41200000		2,000,000.00		200,000.00
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-

Joy M. Buenaflor

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: 20-1002310 CSS [Revision 1] (10003 : Amendment No. 4 to Contract No. 20-1002310 with Stadler)

**AMENDMENT NO. 4 TO CONTRACT NO. 20-1002310**  
**BY AND BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**STADLER US, INC.**  
**FOR**  
**PROCUREMENT OF ZERO**  
**EMISSION MULTIPLE UNIT (ZEMU) RAIL VEHICLES**

This Amendment No. 4 to Contract No. 20-1002310 (“Amendment No. 4”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Stadler US, Inc. (“Contractor”), whose address is 5880 West 150 South, Salt Lake City, UT 84104. SBCTA and Contractor are each a “Party” and collectively the “Parties”.

**RECITALS**

- A. On November 13, 2019, SBCTA and Contractor entered into an agreement to develop a ZEMU rail vehicle that will operate on the Redlands Passenger Rail corridor.
- B. On September 10, 2020, SBCTA and Contractor entered into an Amendment No. 1 to extend the length of the power pack and split the cost, for a total increase to the Contract’s not-to-exceed amount of \$117,216.50.
- C. On June 18, 2020, SBCTA and Contractor entered into an Amendment No. 2 to introduce a master controller modification, for a total increase to the Contract’s not-to-exceed amount of \$41,000.00.
- D. On April 06, 2022, SBCTA and Contractor entered into an Amendment No. 3 to perform additional side impact load test, for a total increase to the Contract’s not-to-exceed amount of \$27,000.00.
- E. The Parties desire to further amend the contract to include capital spare parts for the Zero Emission Multiple Unit (ZEMU) vehicle, the development of training manuals, and provision of ZEMU operations training.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. The first sentence of SP 4.6 Manuals and Test Equipment – “(Spare parts and special tools shall be decided upon as part of the Maintenance Contract.)” shall be removed in its entirety.
2. SBCTA hereby exercises its option under SP 6.5 Options for Spare Parts, Tools, Materials, and Optional Vehicle Equipment, for delivery by Contractor of spare parts as identified in Exhibit B, attached hereto, and for Contractor’s provision of training manuals and training to Metrolink, the ZEMU operator.
3. Exhibit B – Pricing Schedule Table shall be amended to insert 6.5 Spare Parts, Training and Training Materials, for a total of \$XXXX, bringing the total contract amount to XXXX.

4. The Recitals above are true and correct and are incorporated herein.
5. Except as amended by this Amendment No. 4, all provisions of Contract No. 20-1002310, as previously amended, shall remain in full force and effect and are incorporated herein.
6. This Amendment No. 4 is effective the date it is executed by SBCTA.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 4 below.

**STADLER US, INC.**

By: \_\_\_\_\_  
Martin Ritter  
Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lucy K. Andre  
Secretary

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Lucy K. Andre  
General Counsel

**SAN BERNARDINO COUNTY  
TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka Morris  
Procurement Manager

Attachment: 20-1002310-04 (10003 : Amendment No. 4 to Contract No. 20-1002310 with Stadler)

## ***Minute Action***

AGENDA ITEM: 8

***Date:*** *November 9, 2023*

***Subject:***

Preliminary Budget Request for Fiscal Year 2023/2024 Continuation of Arrow Operations

***Recommendation:***

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

Approve a third continuing appropriations funding allocation to the Southern California Regional Rail Authority for Fiscal Year 2023/2024 in the amount of \$4,682,034 for Arrow Service Operations, to be funded with Congestion Mitigation and Air Quality funds.

***Background:***

On June 7, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for the first quarter of Fiscal Year (FY) 2023/2024 for Arrow service operations, in the amount of \$6,239,915. This one-quarter allocation was provided in lieu of an allocation for the full fiscal year to allow for additional time for SBCTA and SCRRA staff to review actual operating expenditures for FY 2022/2023 and estimated costs moving forward. Subsequently, on October 4, 2023, the Board approved a second continuing appropriations in the amount of \$4,078,051 to avoid delays in the operation of Arrow service while discussions between SBCTA and SCRRA staff were still ongoing and costs for the remainder of FY 2023/2024 continued to be finalized.

On August 15, 2023, SCRRA provided SBCTA with a cost estimate for the full FY 2023/2024 based on unaudited actual expenditures in FY 2022/2023. This was followed by a question and answer period where SBCTA staff was given the opportunity to ask clarifying questions and request more information from SCRRA. On August 23, 2023, SCRRA provided SBCTA staff with operating expenditure details by category and line item for further evaluation. After a second period of questions and answers, SCRRA provided SBCTA with a revised operating cost estimate for the remainder of FY 2023/2024. However, at this time, staff is still awaiting the completion of the SCRRA financial audit to confirm actual expenditures for FY 2022/2023 before proceeding with the use of those costs as a baseline for FY 2023/2024 and moving forward. The estimated monthly operating cost using prior FY expenditures is approximately \$1.25 million, which is approximately \$15 million per year. Furthermore, the current expenditures, June to September 30, are trending lower at \$3.22 million for the first quarter, or \$1.1 million per month. However, the previously requested FY 2023/2024 budget is \$17.9 million, or approximately \$1.49 million per month, which is higher than current FY expenditures per month and higher than the monthly operating cost estimate derived using FY 22/23 unaudited actual expenditures. The financial audit is estimated to be completed and available by December 2023, which should help with establishing a good forecast using prior year expenditures. Until such time, both SBCTA and SCRRA are continuing to work through the FY 2023/2024 budget details by line item and gathering support documentation for current and future costs for Arrow service.

*Entity: San Bernardino County Transportation Authority*



## Transit Committee Agenda Item

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At this time, staff is recommending that the Transit Committee recommend the Board to approve a third continuing appropriations to SCRRA in the amount of \$4,682,034, to be paid for with Congestion Mitigation and Air Quality funds to operate the Arrow service, which is consistent with the 2021 10-Year Delivery Plan, bringing the total allocation to \$15 million. Staff will bring an item to the Board at a future date to allocate funds for the remainder of FY 2023/2024 and establish a baseline of costs to operate Arrow service moving forward.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Rebekah Soto, Multimodal Mobility Programs Administrator

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Approved  
Transit Committee  
Date: November 9, 2023

Witnessed By:

## ***Minute Action***

AGENDA ITEM: 9

***Date:*** November 9, 2023

***Subject:***

Senate Bill 125 Transit Funding

***Recommendation:***

That the Transit Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

- A. Approve the apportionment of anticipated Senate Bill (SB) 125 Transit Funding to the Valley and the Mountain/Desert area operators as shown in Table 1.
- B. Approve the allocation of \$2,591,912 in SB 125 funds, which is one percent of the total funding available and to be taken off the top before the apportionment in Recommendation A, for SBCTA administration of the funds and required reporting.
- C. Approve the allocation of SB 125 Transit and Intercity Rail Capital Program (TIRCP) – Valley Share funds to the following projects with known funding shortfalls:
  - i. Metrolink Active Transportation Program Phase II Project – SBCTA: \$3,170,910
  - ii. Diesel Multiple Unit to Zero Emission Multiple Unit Vehicle Conversion – SBCTA: \$4,453,000
  - iii. Metrolink Double Track Lilac to Sycamore – SBCTA: \$16,510,000
- D. Provide direction to staff on priorities for allocation of the remaining \$56.2 million TIRCP – Valley Share funds.
- E. Authorize the Executive Director, or his designee, to submit the Initial Allocation Package to the California State Transportation Agency on behalf of SBCTA by the December 31, 2023 deadline.

***Background:***

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California’s intercity, commuter, and urban rail systems and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate \$4 million of General Fund to the TIRCP over the next two fiscal years as well as \$910 million of GGRF funding and \$190 million of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). These funds are formula funds that are to be administered by San Bernardino County Transportation Authority (SBCTA). The TIRCP portion is distributed to SBCTA based on a population formula and the ZETCP is distributed to SBCTA based on the State Transportation Assistance (STA) formula, which is 50% based on population and 50% based on transit operator

*Entity: San Bernardino County Transportation Authority*

revenues. The total amount to be received by SBCTA through Fiscal Year (FY) 2026/2027 is estimated at \$259,191,238. The guidelines for the management of these funds were approved on September 29, 2023.

As outlined in SB 125, it is the intent of the Legislature to:

1. provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified
2. assist transit operators in preventing service cuts and increasing ridership
3. prioritize the availability of transit for riders who are transit dependent
4. prioritize transit agencies representing a significant percentage of the region's ridership

The TIRCP portion is appropriated over two fiscal years. The bill authorizes the funds to be used for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must both increase ridership and reduce greenhouse gas emissions, in common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership, subject to compliance with requirements.

The ZETCP portion is appropriated over four fiscal years. The bill authorizes the funds to be used for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure and, subject to compliance with requirements, to use those moneys to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

These funds are transferred to SBCTA after the California State Transportation Agency (CalSTA) approves an Allocation Package submitted by SBCTA. The Initial Allocation Package is due to CalSTA by December 31, 2023, and updated Allocation Packages can be submitted on a rolling basis to incorporate changes to projects and costs. The funds must be transferred to SBCTA within four years of appropriation in the State Budget, and there is no expenditure deadline. Because the funds are received by SBCTA prior to expenditure, and can only be received by SBCTA, it may be necessary to develop funding agreements with any transit operators that are allocated funds from these programs.

There is an allowance for up to 1% to be used for administrative purposes such as preparation of annual reports, processing agreements and invoices, preparing Allocation Packages, and developing the required financial plans. However, it is necessary for any funds planned to be used for administration be identified by December 31, 2023, as only PTA funds are eligible for this purpose and they are only available in the FY 2023/2024 ZETCP apportionment. Staff recommends the maximum eligible amount totaling \$2,591,912 be reserved for this purpose before the funds are apportioned; if the administration funds are not fully used, they can be reallocated for projects in the future.

As far as how to distribute these funds to projects within San Bernardino County, staff recommends apportioning the funds to the Valley and to the Mountain/Desert operators in the

same manner as they are received by SBCTA. Table 1 is the resulting recommended apportionment with the TIRCP funds being apportioned based on population and ZETCP funds being apportioned in the same manner as the STA funds with 50% based on population and 50% based on transit operator revenue, consistent with the FY 2023/2024 STA operator apportionments. Staff recommends that the SBCTA Board of Directors (Board) only apportion the first year of TIRCP at this time and defer the apportionment of the second year until more information is known about the specific transit needs throughout the region, particularly given the rare opportunity of the amount of funding available and the limited eligibility of the funding program. The second year of TIRCP funding is estimated at \$111 million.

**Table 1 – TIRCP (First Year) / ZETCP (Four Years) Formula Apportionments**

				TIRCP	ZETCP	TOTAL
Estimated Fiscal Year 2023/2024 - 2026/2027 Apportionment				\$ 110,856,746	\$ 37,198,604	\$ 148,055,350
Less SBCTA Administration					\$ 2,591,912	\$ 2,591,912
Total Estimated Funds Available				\$ 110,856,746	\$ 34,606,692	\$ 145,463,438
Apportionment Area	Population	Percentage	Revenue Basis Percentage (PUC Section 99314)	TIRCP Apportionment	ZETCP Apportionment	Total Apportionment
Valley	1,584,480	72.43%	90.81%	\$ 80,291,222	\$ 28,245,456	\$ 108,536,678
Mountain/Desert	603,185	27.57%	9.19%	\$ 30,565,524	\$ 6,361,236	\$ 36,926,760
<i>MBTA</i>	71,822	11.91%	1.53%	\$ 3,639,476	\$ 757,440	\$ 4,396,916
<i>Mountain Transit</i>	50,897	8.44%	0.84%	\$ 2,579,132	\$ 536,764	\$ 3,115,895
<i>VVTA</i>	475,590	78.85%	6.74%	\$ 24,099,833	\$ 5,015,609	\$ 29,115,442
<i>City of Needles</i>	4,876	0.81%	0.09%	\$ 247,084	\$ 51,423	\$ 298,507
<b>TOTAL</b>	<b>2,187,665</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 110,856,746</b>	<b>\$ 34,606,692</b>	<b>\$ 145,463,438</b>

The Initial Allocation Package must include the following:

1. An explanation of what funding and service actions are being taken within the region that use resources other than SB 125 funding.
2. A description and justification of SBCTA's strategy to use SB 125 funding to construct capital projects and fund operating expenses that lead to improved outcomes in our region.
3. A detailed breakdown and justification for how the funding is proposed to be distributed between transit operators and among projects, consistent with the legislative intent described in SB 125, which was to:
  - address operational costs until long-term transit sustainability solutions are identified
  - assist transit operators in preventing service cuts and increasing ridership
  - prioritize the availability of transit for riders who are transit dependent
  - prioritize transit agencies representing a significant percentage of the region's ridership
4. Detailed project descriptions and maps of the projects included in the Allocation Package including quantification of greenhouse gas emission, job co-benefit modeling, expected ridership benefits, and benefits to disadvantaged communities.
5. Regionally representative transit operator data including:
  - Existing fleet and asset management plans by transit operators

- Revenue collection methods and annual costs involved in collecting revenue for each transit operator and regional transportation planning agency involved, by payment instrument
- A statement of existing service plan and planned service changes through the end of 2023-24, and schedule data in General Transit Feed Specification (GTFS) format
- Expenditures on security and safety measures
- Opportunities for service restructuring, eliminating service redundancies, and improving coordination amongst transit operators, including, but not limited to, consolidation of agencies or reevaluation of network management and governance structure

Unrelated to the Allocation Package submissions, agencies are required to submit and receive approval of a one-time, long-term financial plan by June 30, 2026, that addresses the approach to sustain the region's transit operations absent additional discretionary or nonformula state funding to maintain eligibility for future TIRCP funding in FY 2026/2027 and beyond. Each long-term financial plan shall include, but is not limited to:

- Demonstration of the implementation of ridership retention and recovery strategies, including, but not limited to, policies that prioritize safety and cleanliness and streamlined coordination between transit operators, such as schedule coordination, reduced boarding times, operational management, and site sharing, to improve rider experience.
- A five-year forecast of operating funding requirements with detail on all sources of funding proposed for operations, including any new local and regional funding sources being pursued and the progress and improvements implemented since the last submitted regional short-term financial plan.

Because the information required in the Initial Allocation Package is significant, and because the operators are not prepared to provide this information for their projects on such a short timeframe, staff recommends that the Initial Allocation Package be limited to known funding shortfalls for SBCTA to allow time for SBCTA and the operators to review their Short Range Transit Plans and plan for the best use of these funds. As plans are finalized, they would be brought to the SBCTA Transit Committee and Board for approval before being submitted to CalSTA as all Allocation Packages must be submitted by SBCTA.

The specific allocation recommendations at this time are as follows:

#### **Recommendation B**

Allocate the maximum amount allowed for administration of the SB 125 funds, which is \$2,591,912. FY 2023/2024 is a one-time opportunity for the allocation of these funds to support the management and reporting requirements of this program. Staff recommends the allocation of the maximum amount as the funds can be reallocated to other projects in the future if they are not needed for this purpose.

#### **Recommendation C**

Staff recommends the allocation of TIRCP funds to the following active projects with known funding shortfalls:

- Metrolink Active Transportation Program (ATP) Phase II Project: SBCTA has recently received bids for this ATP project and could have a funding gap of as much as \$3,170,910 to be able to award the project. The project is funded by ATP funds that are awarded by the California Transportation Commission (CTC) and local funds, and these funds are not able to absorb cost increases. Staff recommends allocation of TIRCP funds to cover the funding gap as this is the only source of funds that SBCTA has allocation authority over for this purpose. In the interim, staff has recommended a backstop allocation of carryover Federal Surface Transportation Block Grant (STP) funds through policy exception in the case this project is deemed ineligible for TIRCP funds, although staff believes that to be improbable.

- DMU to ZEMU Vehicle Conversion: SBCTA has seen recent increases in the project cost of this TIRCP project of \$4.453 million as a result of higher bids than estimated for the maintenance facility retrofit and proposed grant funds not materializing. Staff recommends funding this net project cost increase with TIRCP funds as this project is currently funded with TIRCP funds.

- Metrolink Double Track Lilac to Rancho: SBCTA is proposing construction funding for this project in the 2024 State Transportation Improvement Program in FY 2025/2026 in the amount of \$56.348 million based on the anticipated programming capacity for SBCTA in that fiscal year. This leaves a funding shortfall for construction of \$16.51 million based on current cost estimates. Staff recommends funding this shortfall with TIRCP funds as this would be an eligible TIRCP project cost.

#### **Recommendation D**

In the Valley area, SBCTA plans for transit operational costs through 2040 based on a combination of escalated status quo and short range transit plan projections. SBCTA and Omnitrans have developed a constrained short range transit plan for operations and capital improvements. Planning for Metrolink costs is more complicated as commitments from SBCTA require like commitments from Los Angeles County or Riverside County since they share the Metrolink lines that operate in San Bernardino County. However, staff conservatively plans for future capital and operations costs. Additionally, SBCTA has maintained an \$80 million commitment to the Gold Line extension to Montclair, which according to the Gold Line Construction Authority is sufficient to build the 3,000 linear feet of improvements in San Bernardino County. In addition, SBCTA plans for the operational cost of that segment.

At this time, staff requests Board direction on the appropriateness of using SB 125 funds to address competing priorities for transit funding in the Valley region where implementation is limited because of funding shortfalls.

#### **Enhanced Security on the Metrolink Arrow Service & Metrolink Legacy Service**

SBCTA always begins the planning for transit expansion with an evaluation of the cost to sustain operations. Currently that operations “test” extends through 2040 as that aligns with the expiration of Measure I, which presents a major turning point in transit funding if not renewed. As such, the amount of Measure I invested in the capital component of the Redlands Passenger Rail Project was controlled by the projected Arrow operations cost through 2040. However, after implementation of Arrow service, SBCTA elected to provide enhanced security on the Arrow service, which is estimated to cost an additional \$65 million through 2040.

Because this was not planned for in developing the Measure I funding available for construction costs, this net increase must be supported by other fund sources. Currently the only fund source that is not constrained is the Local Transportation Fund (LTF); however, the projections for this fund source show that current allocations rely on fund balance and costs begin to outpace anticipated revenue growth by 2033. The Board could consider using this one time infusion of operations-eligible funding to provide some relief to this critical source of funds for transit operations. Additionally, at the request of the Board of Directors, SBCTA has been working with Metrolink to determine the cost to provide enhanced security on all the lines in San Bernardino County. This cost would be in addition to the \$65 million through 2040 identified for Arrow Service.

### **Tunnel to Ontario International Airport (ONT)**

The current estimated cost of the Tunnel to ONT (Project) is around \$540 million. While much higher than originally anticipated when development of the Project commenced, based on the unsolicited proposal previously received, it is still substantially lower than the estimated cost of a traditional surface rail connection and allows for the inclusion of autonomous vehicle technology, which will have lower operations costs than a rail connection. As discretionary Federal funding is anticipated, the updated estimate includes a 30% contingency on the design-build contract, utilities, and right-of-way cost components. This is in accordance with Federal Transit Administration guidelines.

With approval of the 2021 Update to the 10-Year Delivery Plan, funding totaling \$72 million was identified for the Project, which is more than sufficient to complete the environmental clearance. As the anticipated construction cost has increased, staff has identified an additional \$130 million in local, State, and Federal discretionary funds available for the Project. Final approval to use the \$130 million is contingent upon future Board approval. With a funding gap of this magnitude, grant funding will be critical to the completion of funding for the Project, but applications to date have been unsuccessful as the Project has not yet achieved environmental clearance. Although this source of funds is not sufficient to close the funding gap, the Board could consider allocating funds to the Project to continue to reduce the amount needed through future grant opportunities.

While decisions on funding levels for these two projects do not have to be made at this point, staff requests direction from the Board on the relative priorities of the projects for consideration when evaluating overall funding strategies for Valley transit needs.

### ***Financial Impact:***

This item has no impact on the Fiscal Year 2023/2024 Budget. Future Budget amendment actions will be presented to the Board for approval to establish appropriate financial accounts and incorporate approved funding.

### ***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee.

### ***Responsible Staff:***

Andrea Zureick, Director of Fund Administration



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Approved  
Transit Committee  
Date: November 9, 2023  
Witnessed By:

## Additional Information

## TRANSIT COMMITTEE ATTENDANCE RECORD – 2023

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Eunice Ulloa</b> City of Chino		X	X	X	X	X			X	X		
<b>Ray Marquez</b> City of Chino Hills		X	X		X	X		X	X			
<b>Frank Navarro</b> City of Colton				X	X			X	X	X		
<b>Aquanetta Warren</b> City of Fontana		X	X	X	X			X				
<b>Sylvia Robles</b> City of Grand Terrace			X	X		X			X			
<b>Larry McCallon</b> City of Highland		X	X	X				X	X			
<b>John Dutrey</b> City of Montclair		X	X	X	X			X	X	X		
<b>Alan Wapner</b> City of Ontario		X	X	X		X		X	X	X		
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X		X	X	X				X		
<b>Rick Denison</b> Town of Yucca Valley		X	X	X	X	X		X	X	X		
<b>Dawn Rowe</b> Board of Supervisors				X		X		X		X		
<b>Joe Baca, Jr.</b> Board of Supervisors		X	X	X	X	X		X	X	X		

Communication: Attendance (Additional Information)

X = Member attended meeting      Empty box = Member did not attend meeting  
 Crossed out box = Not a member at the time      Shaded box=The Transit Committee did not meet

TC-ATT23

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

**Acronym List**

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



## MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019