

COUNTY OF KERN
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL

TO PROVIDE OPERATION OF A PUBLIC
TRANSIT SYTEM KT-2026

DUE March 31, 2026

TIME Before 11:00 a.m.

COUNTY OF KERN

**DEPARTMENT OF PUBLIC WORKS
KERN TRANSIT**

Request for Proposal to Provide: Operation of a Public Transit System

The County of Kern is seeking qualified Public Transit consultant to develop/provide proposals for operation of the countywide public transit system servicing primarily the unincorporated areas of Kern County. Kern Transit invites proposals for the operation of the transit system for a five-year period. The operation of the service is pursuant to an agreement between the County and the successful proposer. This project is funded in part by the state of California Transportation Development Act (TDA) and by the Federal Transit Administration (FTA).

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Kern County Public Works Department
Francisca Smith
Bakersfield, CA 93301
Telephone (661) 862-5097
fsmith@kerncounty.com

Envelopes containing the Proposals are to be marked:

PROPOSAL: “Operation of a Public Transit System KT-2026”

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date February 27, 2026
Pre-Proposal Meeting March 9, 2026
Proposal Due Date March 31, 2026
Proposal Due Time Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. If hand delivery is planned to our offices, please be aware that delays through building security protocol should be planned for by the proposer since timely receipt of all Proposals is required.

TABLE OF CONTENTS

I.	GENERAL INFORMATION	Page
	A. Project Background and Description	1
	B. Services Required of Successful Proposer	1
	C. Services Provided by the County	1
	D. Selection Process	1
	E. Solicitation Caveat	4
	F. Time	4
	G. Standard County Agreement	4
	H. Insurance Requirements	5
	I. Modifications to Scope of Work	8
	J. News Releases	8
	K. Payment Schedule	8
	L. Statutes and Rules	8
	M. Background Review	9
	N. Organizational Conflict of Interest	9
II.	PROPOSAL INFORMATION AND REQUIREMENTS	
	A. General Instructions	9
	B. Business Address	9
	C. Corrections and Addenda	10
	D. Proposal Format and Contents	10
	E. Post RFP Issuance	16
	F. Proposal Submission	16
	G. Withdrawal and Submission of Modified Proposal	17
	H. Disposition of Proposals and Proprietary Data	17
	SCOPE OF WORK SPECIFICATIONS AND REQUIREMENTS	Exhibit A
	STANDARD COUNTY MASTER TERMS & CONDITIONS	Exhibit B
	COUNTY DUTIES AND RESPONSIBILITIES	Exhibit C
	LEASE TERMS AND CONDITIONS	Exhibit D
	FORM 2b REQUIRED THIRD-PARTY CONTRACT CLAUSES	Exhibit E
	NOTICE TO BIDDERS	Exhibit F
	CALIFORNIA LABOR CODE DECLARATION	Exhibit G
	PRICE PROPOSAL WORKSHEET	Exhibit H

TABLE OF CONTENTS
(Cont.)

ALCOHOL AND CONTROLLED SUBSTANCE CERTIFICATION	Exhibit I
CERTIFICATION REGARDING LOBBYING	Exhibit J
PROTEST PROCEDURES AND APPEAL TO CALTRANS	Exhibit K
VEHICLE INVENTORY	Exhibit L
SYSTEM STATISTICS	Exhibit M
DBE SPECIAL PROGRAM NOTICE	Exhibit N
PROMPT PAYMENT CERTIFICATION	Exhibit O
FREE SPEECH POLICY	Exhibit P

I. GENERAL INFORMATION

A. Project Background

Kern County is the third largest county in California covering over eight thousand square miles. The County's northern border is Delano, Southern border is Frazier Park, Eastern border is Ridgecrest and Western border is Taft. Kern Regional Transit (KT) was established in 1981 as a Division of the Kern County Roads Department. KT employs four personnel. Buses are owned and maintained by KT, however, the transit services are contracted to a third-party provider. KT's fleet of 74 revenue vehicles (diesel, CNG, gas, electric and vans) provides transit service to citizens throughout Kern County, including the unincorporated areas. KT operates 12 fixed routes, and 6 Dial-A-Ride services in Kern County communities. Demand response is available to all riders. In addition to transporting riders between Kern County's rural communities, KT's routes provide connections to public transit systems in the surrounding counties. Boardings are approximately 300,000/year and buses clock revenue miles of approximately 2,000,000/year.

B. Services Required of Successful Proposer

The County has developed the attached **Exhibit "A"** which fully describes the scope of work and services required; deliverables; benchmark requirements; and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

The following Special Program(s) are applicable to this RFP.

Disadvantaged Business Enterprises (DBE) 0 %

No minimum goal has been established for this solicitation. The DBE goal for this solicitation is race-neutral. This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) participation by Disadvantaged Business Enterprises (DBE) and Small Business Enterprises (SBE) in Department of Transportation Financial Assistance Programs, ensuring non-discriminatory practices on all of its contracts; however, 49 CFR 26 does not allow good faith efforts requirements to be required on race-neutral contracts. The contractor is not required to submit any documentation for DBE participation. If using a DBE (or you are a DBE), then submit the DBE Utilization Plan upon execution, which will be used to monitor race-neutral activities. We encourage actively seeking and utilizing DBEs that are ready, willing, and able to perform work.

(1) It is the Bidder's/Proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time.

Under 49 CFR § 26.11, recipients must create a report with specific information about all Disadvantaged Business Enterprise (DBE) and non-DBE firms that bid on federally assisted contracts.

(2) The following bidders list information about all DBEs and non-DBEs who bid as prime contractors and subcontractors on this federally assisted contract are required:

(i) Firm name;

(ii) Firm address including ZIP code;

(iii) Firm's status as a DBE or non-DBE;

(iv) NAICS code applicable to each scope of work the firm sought to perform in its bid;

(v) Age of the firm; and

(vi) The annual gross receipts of the firm. You may disclose this information by indicating what gross receipts bracket fits (e.g., less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.).

(3) Exhibit 9-P Prompt Payment Certification is required for both DBE and non-DBE.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

2. The following is a list of criteria, listed in order of importance with the respective weighted value, that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors.)

a) Proposer's experience in similar projects.(20%)

- i. Does proposer have a proven track record with similar projects?
 - ii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
 - iii. What is the overall exposure/experience of the proposer with government sector projects?
 - iv. Does proposal provided types, number & duration of current and previous contracts?

- b) Fee OR proposed rates. (20%)
 - i. Has proposer revealed and described all costs? Are there any hidden costs?
 - ii. How does the proposer implement cost control techniques? Are there any escalation clauses included?
 - iii. Does proposer list prior contracts that were conducted on time and within budget?
 - iv. Does proposal state length of time for firm pricing?

- c) Transition Process (15%)
 - i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
 - ii. Does proposal address any time frames mandated by law?
 - iii. Does proposal address the length of time to complete one-time services?
 - iv. Does proposal describe in detail each project phase and the time needed for completion?
 - v. Does the proposal benchmark critical events in the completion of the project?

- d) Proposer's proposed approach to tasks. (10%)
 - i. Does the approach show innovative or advanced techniques
 - ii. Does the approach make sense for this project?
 - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?
 - iv. Are there any apparent discrepancies or omissions in proposal?
 - v. Is the proposed transition or milestone implementation plans feasible?

- e) Proposer's understanding of the RFP requirements and end result. (10%)
 - i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?
 - ii. Does proposal address all requested objectives & deliverables?

- iii. Does proposal offer specific solutions that address problems & our desired objectives?
 - f) Qualifications of proposer's staff for the project. (10%)
 - i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
 - ii. Is the technical experience of proposer's personnel specific to the needs detailed in Exhibit A?
 - iii. Does proposer's response address productivity and utilization of staff/management assignments?
 - g) Employee Retention. (10%)
 - i. Does proposer intend to retain the employees of the prior contractor or subcontractor for a period of not less than 90 days ?
 - h) Client references. (5%)
 - i. Are proposer's referenced projects similar in size & scope?
 - ii. Do references report any negative aspects with their experience with proposer?
 - iii. Do references report proposer's capabilities in problem solving during project?
 - iv. Do references indicate successful billing/invoicing processes?
 - v. How did the reference award previous business to the proposer?
- 3. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
- 4. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
- 5. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County

may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.

6. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**
7. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
 - a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information **not previously submitted** to the County representative for final consideration.
 - b. Proposers may request a debrief during the same seven (7) day time period. **No extension will be given.**
8. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.
9. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Sections 1090 or 87100 of the Government Code or any other prohibited conflict of interest. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
10. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
11. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Standard County Master Terms & Conditions

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is the standard County Master Terms & Conditions which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The standard County master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard County master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard County master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the County for the services requested within 30 calendar days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including,

but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Insurance Requirements

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

- a. **Workers' Compensation and Employers Liability Insurance Requirement:**
In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Vendor. If any class of

employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

(1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess

Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.

- (4) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - (5) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor’s option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor’s obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
 - d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current “Best’s Key Rating Guide” publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
 - e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.

- f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. This requirement shall also apply to any Excess or Umbrella liability policies. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Director of Public Works.

K. Compensation

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the Kern County General Services Department, Attn: RFP- Operation of a Public Transit System KT-2026 if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company
- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. **Qualifications and Experience:**

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience and qualifications (skill sets, contractor licensing, certifications etc) in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects
- Skill sets
- Contractor licensing, if applicable
- Certifications, if applicable

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last twelve (12) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;
- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients with current contact information including email, to which you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. **Credentials/Resumes:**

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, business address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

4a. Subcontractors:

County will consider proposed agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the County.

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe approach and methodology that will be used to address obstructions, constraints or roadblocks in the submitted proposal.
- d. List and describe actions that will be done in order to comply and meet required benchmarks, performance standards and quality assurance.
- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.
- g. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.
- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before October 1, 2026. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- i. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.

- j. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- k. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- l. Describe how each of the County's desired outcomes will be met.
- m. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the CPI may also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal.**

7. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

Include any other information you believe to be pertinent but not required.

9. Confidential Information:

Proposers are cautioned that because the County is a public entity, materials designated as “confidential” may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

- a. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A “CONFIDENTIAL” WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED “CONFIDENTIAL”.

ANY INFORMATION NOT SEPARATED FROM THE MAIN BODY OF THE PROPOSAL IN ITS OWN DESIGNATED CONFIDENTIAL SECTION WILL BE TREATED AS A PUBLIC RECORD.

- b. Any documents labeled “CONFIDENTIAL” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §7920 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By:_____ Date:_____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

- a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets

and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

a. financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;

b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and

c. Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

E. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

F. Post RFP Issuance

1. Questions

- a. Before pre-proposal meeting: Questions may be submitted by email or fax prior to the pre-proposal meeting.
- b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Exhibit "A." Questions with content about the RFP process, where to mail response or other information not related to Exhibit "A" may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for **March 9, 2026, at 10:00 a.m.** The meeting will be held via **Microsoft Teams- Meeting ID - 256 779 605 501 80** , Passcode eQ28tm3u. The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested parties who may have questions are urged to attend.**

G. Proposal Submission

The proposer shall submit six (6) written copies of the Proposal and one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc.) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division
REQUEST FOR PROPOSAL KT-2026
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on March 31, 2026**, at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

H. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

I. BACKGROUND

Kern Transit is seeking a transit operator to provide fixed route and demand response bus transportation to and between the rural communities of Kern County and Bakersfield.

Kern County is the third largest county in California covering over eight thousand square miles. The County's northern border is Delano, southern border is Frazier Park, eastern border is Ridgecrest and western border is Taft.

Kern Regional Transit (KT) was established in 1981 as a division of Kern County Public Works Department and employs 5 County personnel. Buses are owned and maintained by KT, however, the transit service is contracted to a third-party provider. KT operates a fleet of 74 revenue vehicles (buses, cutaways, and passenger vans) to provide transit service to residents of Kern County. The service consists of 12 fixed routes in addition to Dial-A-Ride (DAR) in six rural communities. KT provides connections to public transit systems within Kern County's incorporated cities and in Lancaster, CA (Los Angeles County). Service is provided seven days a week with reduced service on weekends. Boardings are approximately 300,000/year and buses clock revenue miles of approximately 2,000,000/year.

II. DESIRED OBJECTIVE(S)

The following is a general outline of the Objectives specific to this request to provide transit services within Kern County.

1. The Contractor shall be responsible for provision of bus transit service in a safe, efficient and effective manner maintaining professionalism and courteous interaction with riders. The scope of this project includes the provision of all vehicle operators (drivers) and dispatchers, supervision of services, driver and vehicle scheduling, dispatching of vehicles, administrative and passenger service functions and cleaning interior and exterior of vehicles. Contractor shall assist County to provide quality transportation service through coordination and cooperation with County on matters related to operations, monitoring, reporting, and service performance measurements. Contractor shall coordinate with County personnel to support transit service enhancements and service modifications.
2. The service area includes the 8,000 square miles of Kern County. Fixed Route transit service is provided to and between 28 unincorporated communities within Kern County and in Los Angeles County (Lancaster). The Demand Response/Dial-A-Ride (DAR) service is curb-to-curb service and is available to all riders, no special eligibility is required. DAR is provided to 6 communities. Using vehicles and equipment provided by the County, Contractor shall provide transit service to the 12 fixed routes and 6 DAR areas in accordance with the operating schedules set forth in the current six regional Transit Guides. County reserves the right to modify the existing service area and the service schedule; however, the Contractor is expected to assist the County in identifying strategies that will maximize the productivity and cost-effectiveness of the

Exhibit A

transit system. Annual passenger trips and vehicle miles for the fiscal years (July-June) 2020-2021, 2021-2022, 2022-2023, 2023-2024, and 2024-2025 are detailed in Attachment 2. These figures are for planning purposes only and do not provide a guarantee by the County of the number of hours or miles of service to be delivered by the Contractor.

3. In addition to regular County operations, Contractor may from time to time, upon receiving specific written authorization by County, provide special transportation services within the service area using County vehicles provided that such special services are determined by County to be in the public interest, do not interfere with regular transit operations, and are in compliance with applicable Federal and State statutes. The Contractor shall provide for the continuation of DAR service for the elderly, disabled and medically needy in the event of a labor disruption.
4. In the event of an emergency or natural disaster, Contractor shall make available, to the maximum extent possible, transportation and communications services and facilities to assist County. To the extent County requires Contractor to provide such emergency services and facilities, Contractor shall be relieved of the obligation to fulfill some or all the duties and responsibilities to operate County's daily transit system.

III. ESTIMATED VALUE/COST

The Cost Proposal Worksheet, **Exhibit "H" must be completed with proposal response and shall include the following:**

- Cost per revenue hour based on the County's initial estimate of revenue hours identified in the Cost Proposal worksheet, **Exhibit "H"**. Revenue hours are defined as hours when vehicles are in service according to the published schedules.
- Cost of insurance per revenue hour.
- Flat monthly administrative charge broken down by category of products and services, and all on-going costs for recommended/required products/services.
- Additionally, County will compensate the Contractor for any extra work completed by the Contractor due to an emergency (certified as such by the County's Transit Manager). Similarly, the County will compensate the Contractor for any special event service which is requested by the County. Compensation for special event service will be at the submitted cost per revenue hour on Exhibit "G", no administration or overhead. Compensation for emergency services will be compensated at twice the submitted cost per revenue hour on Exhibit "G", no administration or overhead.

IV. BUSINESS AND/OR WORK ENVIRONMENT

The following is a general outline of the Business and Work Environment of the transit services that will be required.

Exhibit A

Contractor will lease an existing office building as the operation headquarters located at the County Public Works maintenance and operations facility in Bakersfield at 5428 Victor Street. Contractor will lease satellite dispatch office in Lake Isabella, 6075 Lake Isabella Boulevard, and in Mojave 16922 Airport Boulevard #29 (Mojave Air and Space Port). County manages the leases for both the Bakersfield and Mojave locations with Contractor reimbursing for those. County provides satellite operations locations supporting dial-a-ride service in Tehachapi and Lebec. Lease terms and conditions attached as Exhibit D.

Construction is underway for a new transit center located at the corner of Mono Street and K Street in Mojave. A new operations and maintenance facility is in the planning stages at this location with construction expected to begin in 2027. Once both buildings are complete, Mojave operations will relocate to this location.

Contractor shall provide for custodial service for each location. In the event current office equipment owned by the County is not satisfactory nor adequate per the Contractor, Contractor will furnish additional equipment as required. Contractor will furnish all perishable office supplies. Contractor will furnish all computer and phone hardware and software for non-dispatch staff. Computer software must be current and supported by the software vendor. Contractor will provide and pay for internet service for non-dispatch staff Contractor deems necessary to have access to internet. Contractor will arrange for, maintain and pay for business level phone service and phone hardware for passenger service and communication with County.

Contractor shall provide Kern Transit a listing of administrative staff to include off hours contact information, as well as administrative staff on-call schedule.

V. DESCRIPTION AND SCOPE OF WORK

The following is a general outline of the Description and Scope of Work that will be required. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected consultants.

iv. Staffing & Supervision – General

All personnel will present a courteous and professional manner in all dealings with the public. Customer service excellence is a priority.

All personnel who have the potential to interact with the public in the course of their duties, will have the ability to read, speak, write and understand English. Contractor shall provide sufficient and qualified operations and administrative personnel as necessary to perform the services provided for herein with excellence. Employment responsibilities will include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination. The County will not directly discipline or terminate Contractor's employees. However, the County will advise the Contractor of any employee's inadequate performance as it affects the provision of service and will make

Exhibit A

recommendations to reassign or take personnel action up to and including termination.

Contractor will offer competitive compensation and benefits package to support hiring and retaining sufficient qualified drivers and support staff to operate the service (to include on-call drivers to prevent trip cancellations resulting from driver callouts).

Contractor will use appropriate employee screening and selection criteria including preemployment drug testing. The criteria will include DMV license checks and physical examinations.

Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude before or during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

Contractor shall be responsible to recruit a sufficient number of bilingual (Spanish and English) employees.

Contractor shall at all times comply with applicable state and federal employment laws. Including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Contractor shall develop, implement and maintain an employee alcohol misuse and prohibited drug use testing program, subject to County approval, for all employees in safety-sensitive positions. Such program will meet all applicable federal requirements and amendments under the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29, "The Drug-Free Workplace Act of 1988". Contractor shall produce any documentation necessary to establish its compliance with 49 CFR Part 655 and 49 CFR Part 40 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of State of California, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Contractor further agrees to certify annually its compliance with Part 655 on or before January 31. To certify compliance, Contractor shall use the "Substance Abuse Certification" (Attached as Exhibit "I") in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

v. **Staffing & Supervision – Management & Administration**

- a. General Manager – Contractor shall designate and provide the services of a full-time General Manager, subject to the approval of County, who shall provide

overall management and supervision of County operations under the terms of the agreement. The General Manager must have, or work directly under someone with, a minimum of five years of experience in public transportation operations with fixed route, intercity fixed route, and demand response/paratransit experience, including at least three years' supervisory experience.

The General Manager shall work cooperatively with County staff in matters relating to service quality, providing operational and other data as described in the Scope of Work, responding to comments from County passenger and the general public, and responding to specific requests for other assistance as the need arises.

The General Manager shall have a regular forum with administrative and field staff during which he/she communicates Contractor as well as County service policy, procedures, service changes and issues. The General Manager will remedy deficient staff performance expediently.

Should the services of the General Manager become unavailable to Contractor, the resume and qualifications of the proposed replacement shall be submitted to County for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent General Manager, unless Contractor is not provided with such notice by the departing employee. County shall respond to Contractor within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement General Manager.

- b. Operations Manager – The Contractor shall further designate one or more full-time Operations Manager(s) to assist the General Manager in carrying out all activities relative to County transit operations. In the absence of the General Manager, the Operations Manager will be fully responsible for the performance of Contractor duties and will be authorized to take all necessary actions on behalf of the Contractor regarding management of transit services.
- c. Road Supervisors – Contractor shall provide a minimum of two (2) Road Supervisors to monitor drivers and vehicles and assist drivers in revenue service. Road Supervisors will primarily carry out their duties in the field. They will assure daily operations are being handled correctly by responding immediately to vehicle operation problems, passenger disruption issues, on-time performance issues, service delays, ensure proper use of the mobile data terminal, and driver concerns. They will monitor bus stops to evaluate passenger boarding and alighting behaviors and to evaluate the condition of the bus stops.
- d. Safety Manager – Contractor shall employ a Safety Manager responsible for implementing and monitoring the safety program of the Contractor and for conducting monthly Driver safety meetings. The Safety Manager will maintain Safety Program records.

- e. Farebox Technician – Kern Transit has installed Genfare “Fast Fare” fareboxes on all of its revenue vehicles. Contractor shall, at all times, have at least one employee trained and available to provide minor service and repairs to the fareboxes on vehicles in service. Employee(s) shall have completed necessary training provided by the manufacturer, at Contractors expense. County shall provide any replacement parts.
- f. Other – Sufficient personnel shall be employed to maintain accounting records and maintain daily ridership and vehicle miles data. Contractor shall have access to a planning scheduling and routing specialist.

3. Staffing & Supervision – Drivers, Dispatchers and Customer Service Agents

Contractor shall hire the number of drivers and dispatchers required to maintain bus route service levels, execute on-time performance and respond timely to incoming calls for service. Contractor shall hire the number of Customer Service agents necessary to handle phone calls for Dial-A-Ride reservations and general calls from the public with questions, comments or complaints. Contractor will provide the uniform approved by the County for the Drivers and any other staff deemed appropriate, at the Contractor’s expense. Any deviation from normal uniform use will require prior approval in writing from County. Uniforms are always to be kept clean and properly maintained.

a. Drivers Shall:

- i. Complete the Contractor’s driver’s training and safety training program and possess a valid Class B license with appropriate certification(s) and medical card before operating a bus with passengers and without the trainer aboard the bus.
- ii. Possess a transit bus certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of DAR vehicles shall possess a California General Public Paratransit Vehicle (CPPV) certificate.
- iii. Meet all applicable requirements as established by the California Highway Patrol.
- iv. Wear the official uniform of Kern Transit and maintain a neat, clean and thoroughly professional appearance at all times while on duty.
- v. Not eat, drink (except water) or use tobacco products of any kind while operating a bus.
- vi. Not use cell phone or other personal telecommunications devise while driving.
- vii. Maintain the interior of the bus so that it is always free of debris and spills.
- viii. Monitor the bus for lost items and turn them into the appropriate dispatch office as soon as possible noting, as is possible, the trip during which the item was left and description of the rider.
- ix. When requested by County, hand out notices to passengers or otherwise render assistance in County’s passenger relations, promotion and monitoring functions.
- x. Collect and verify all fare mediums and honor special passes.
- xi. Assist elderly and disabled passengers to board; assisting them to move to a seat and or maneuver and secure a wheelchair.
- xii. Not handle money except to assist a passenger unable to deposit his/her fare due to age or disability

Exhibit A

- xiii. Record ridership counts, fare, mileage, pick-up & drop off times, no shows and other data as required by the County, using the mobile tablet mounted near the driver or the manual logs created by the County.
 - xiv. Wear seat belt at all times while the vehicle is in motion and inform riders that seat belts are available.
 - xv. Utilize safety and emergency equipment properly and at appropriate times.
 - xvi. Obey all traffic laws, drive safely and exercise proper respect to other motorists, bicyclists and pedestrians.
- b. Dispatchers and Customer Service Agents Shall:
- i. Have a minimum 2-year experience in providing customer service.
 - ii. A minimum of 1-year experience in providing one-on-one, daily, passenger service over the phone, handling a high volume of calls per day, is desirable but not required.
 - iii. Have the ability to resolve rider complaints and concerns.
 - iv. Have keyboarding skills and be familiar with basic computer operation.
 - v. Dispatchers shall have the ability to utilize the county software including but not limited to: rider trip information, schedule trips, dispatch vehicles and assign drivers.
 - vi. Dispatchers shall be able to operate a two-way radio including use of the “10” codes.

4. Staffing & Supervision – Training & Safety Programs

Staff development is a priority. All employees shall receive training in County operating policies and procedures, employee work rules, equipment care, passenger relations and passenger conduct. Contractor will provide ongoing ADA sensitivity or empathy training to all employees focusing on the special needs of people of all ages and with disabilities. Contractor will conduct monthly safety/training meetings. Contractor will arrange for County to meet with Contractor’s staff a minimum of one hour every other month at Contractor’s facilities.

Contractor shall develop, implement, and maintain a formal training and safety program which shall be subject to review and approval by County. Participation of all employees in the training and safety program is mandatory.

The driver training program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations, defensive driving practices, passenger assistance techniques, accident/incident procedures, radio procedures, vehicle safety inspection and use of the county software mobile data terminal for rider data collection. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment which they may be expected to use in the County dial-a-ride or fixed-route bus services.

Contractor shall prepare and furnish to County and to all drivers, dispatchers, telephone operators, and supervisors a Driver’s Manual. Contents of the Driver’s Manual shall include the following subject areas: driver’s rules, accident/incident policies, radio policies

Exhibit A

and procedures, fare box policies and procedures, video surveillance policies and procedures, fog and inclement weather policy, vehicle inspection, care and maintenance policy and reporting procedures.

Dispatchers must be trained to exhibit proficiency in passenger service and the county software. Dispatchers shall receive training in courteous and professional phone skills.

Personnel who may from time-to-time be assigned to telephone information or dial-a-ride reservation lines shall be trained in customer relations skills, telephone manners, accident/incident procedures, dial-a-ride reservation procedures, operating policies and the scheduling/dispatching software.

Contractor shall assume full responsibility for assuring the safety of passengers and operations personnel. Contractor shall be responsible for reporting to the County safety issues involving County's vehicles and equipment. Contractor shall comply with all applicable local law enforcement, California Highway Patrol and OSHA requirements.

Contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver or dispatcher may summon emergency medical help as deemed necessary, by use of either 2-way radio or, if available, cellular phone.

Contractor shall develop, implement, and maintain in full compliance with California Law (SB198) a formal safety illness and prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by Contractor to drivers and other employees, and participation in risk management activities under the auspices of Contractor's insurance carrier or other organization. Contractor shall provide a copy of said Safety Program, including evidence of compliance with SB198, and subsequent program update to County.

Contractor shall enroll all drivers, as required by the state, in the Department of Motor Vehicles (DMV) Pull Notice Program. No driver shall be allowed to operate any vehicle in service unless he or she is enrolled in this program and has been certified by the DMV. The Contractor shall keep a copy of each driver's updated DMV record on file. Copies of driver's DMV record shall be made available to the County upon request. All costs associated with enrolling drivers in the Pull Notice Program will be the Contractor's responsibility.

VI. DELIVERABLES

The following are objective tangible results that the Contractor must produce in order to receive payment.

1. Vehicle Scheduling and Dispatching

Contractor will be required to complete all Fixed Route and DAR scheduling and dispatching functions using county software.

Exhibit A

Contractor shall provide an adequate number of persons (Dispatchers) to staff the DAR scheduling and dispatching functions. A minimum of two Dispatchers per site are required during the heavy phone traffic hours: 6:00am to 10:00am, Monday through Friday. There will be at least one Dispatcher on duty at each site anytime there is at least one bus on the road.

The DAR reservation window is Monday-Saturday, 8:00am to 5:00pm. DAR reservations are accepted up to two weeks in advance. Standing orders for medical, employment and education are accepted. Same day reservations can be made during the reservation window and are subject to availability. There is no prioritization of trips based on age, disability or other factors. However, County reserves the right to modify this policy.

Contractor will notify County of all missed fixed route trips and dial-a-ride runs/schedules including the reason for missing the trip (bad weather, no driver, vehicle issue, etc.)

2. Telephone Reservation and Information System

Contractor will be responsible for providing toll-free telephone access to passengers, nation-wide for making reservations and requesting transit information. At each site, the dispatch/information telephone system will be designed for business level service with a minimum of two incoming lines and a queue system for handling “on-hold” calls when both phones are in use. There will be an additional number, not made available to the public, for communication between the Contractor and County at each location.

Contractor will provide bilingual (Spanish/English) dispatcher and telephone information personnel in Bakersfield during all operating hours.

3. Fares, Fare Collection, Vault Reconciliation

Fares – The fare system will be established by the County. All fares of any kind or character to be paid by passengers, shall be established by County. The County may require Contractor to sell fare media to the public.

Fare Collection – Contractor shall assure that each passenger pays the appropriate fare prior to being provided transportation service. Passengers must pay a fare to use County Transit Service. Partial fares are not accepted. All fares shall be deposited by passengers in the fare boxes provided by County with each vehicle. Drivers may not handle fares and will not make change. Drivers shall immediately alert a Supervisor when they become aware of counterfeit passes or other form of counterfeit fare. Contractor will collect or otherwise process in the manner directed by County all non-cash fares (transfers, tickers, passes and like). All fares collected are the sole property of County.

End of Shift Fare Box Vault Removal – After the final day’s trip or at the end of each driver’s shift, the fare box vault shall be removed from the revenue vehicle.

Bakersfield - Dispatcher will remove cashbox from the farebox in the presence of the bus driver. Dispatcher will then place the cashbox in the vault and empty the cashbox. The dispatcher then replaces the cashbox into the farebox.

Lake Isabella, and Mojave— An employee, in the presence of a local dispatcher, will collect cashboxes from each vehicle and replace with an empty cashbox. That employee then returns directly to Bakersfield with the full cashboxes and empties them into the vault in the presence of a dispatcher.

Tehachapi and Lebec—An employee, in the presence of the driver, will collect cashboxes from each vehicle and replace with an empty cashbox. That employee then returns directly to Bakersfield with the full cashboxes and empties them into the vault in the presence of a dispatcher. Contractor will confirm that both ridership and cash collection information from each probed vehicle and vaulted cashbox is transferred to Genfare Link online application following each probing. Any discrepancies found will be reported to County staff immediately.

Vault Use – Every attempt will be made to use one vault for a single route in a single day. Vaults used in the Kern River Valley and Mojave during the weekend are to be transported to the Bakersfield office no later than noon on the following Monday.

Vault Reconciliation – Reconciliation of collected fares in the vault to data collected via the farebox will be done by County staff.

4. Accident, Incident, and Complaint Procedures

Contractor shall develop, implement, and maintain formal procedures, subject to County review and approval, to respond to accidents, incidents service interruptions, and complaints. Such occurrences to be addressed include, but are not limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, and lift failures of buses in service.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the applicable law enforcement agency as appropriate. Contractor will advise such agency of the accident and request a law enforcement unit to investigate the accident. Contractor shall notify Kern Transit staff immediately of all accidents , followed by written report within five working days.

All other incidents or occurrences which happen in the course of service operations involving passengers (altercation, odd behaviors, threats or disputes) must be reported verbally by phone or e-mail to Kern Transit staff. Contractor must outline the incident and the steps taken to resolve the matter.

Customer complaints received by the County will be forwarded to the Contractor within 24 hours of receipt. The Contractor shall thoroughly investigate each complaint and provide a response to the county no later than 72 hours from the receipt of the complaint from the County. In the event of serious or grievous complaints, the County may require written documentation of the complaint resolution.

5. System Promotion

Contractor shall not be responsible to undertake any advertising or promotional activities on behalf of County of any kind or character. Contractor shall, however, cooperate with County in any such activities initiated by the County by making available needed equipment, facilities, and personnel at no cost or expense to County. Contractor also shall dispense County informational publications, respond to passengers' requests for information, act as a liaison and provider of information with and to community agencies and groups, and assist and support County's advertising and public information efforts.

6. Planning and System Design Assistance

Contractor shall, as requested by County, provide assistance with route planning, system design and policies. Upon identification of a problem or issue, Contractor shall notify County and assist with finding the most appropriate resolution. This also applies to periodic route changes that may be needed by passengers.

7. Vehicle Cleaning

Vehicle cleaning schedule for all revenue vehicles in service shall be no less frequently than as follows:

Daily: All revenue vehicles shall be swept or vacuumed to remove all loose debris. Dust shall be wiped from all surfaces including seats and dashboards; all hard surfaces shall be sanitized. Window and mirrors shall be cleaned in a manner to ensure good visibility for the driver and passengers.

Twice Weekly: Revenue vehicle interiors shall be wet mopped with a detergent and disinfectant solution.

Once Weekly (minimum): Vehicle exterior (including wheel rims and/or hubcaps) shall be washed with a detergent. County will provide portable bus wash machine, all other cleaning materials will be provided by Contractor.

Monthly: Interior passenger seats shall be stem cleaned.

8. Passenger Bus Stop/Shelter Maintenance

Contractor shall inspect all County owned passenger shelters, benches, trash cans, and signage on a weekly basis and remove any accumulated trash and debris. Shelters, including, but not limited to the bench, glass surfaces, and sidewalk areas within five feet of the shelter structure, shall be thoroughly cleaned on a weekly basis. Cleaning shall include sweeping, washing, and removal of all graffiti, unauthorized notices or flyers, tape and other foreign matter.

Contractor shall be responsible for emptying and cleaning of trash cans at bus stop locations where provided (unless a sponsoring property owner is maintaining the trash container). Trash cans shall be emptied and cleaned as needed to maintain a neat and sanitary condition, but at least weekly.

Contractor shall report any vandalism, tagging, or damage to transit shelter, benches, and signage to County immediately upon discovery.

9. Support Vehicles

County supplies and maintains one 2006 Ford F-150 and one 2010 Mitsubishi Outlander as support vehicles for contractor use. In the event these support vehicles owned by the County are not satisfactory nor adequate per the Contractor, Contractor will furnish additional support vehicles as required. Maintenance of Contractor supplied vehicles will be the responsibility of the Contractor.

10. Books, Records, and Reports

Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for County under the agreement on file for at least three (3) years following the date of final payment to the Contractor by County and Contractor shall maintain such records until given approval by the County. The County will accept electronically stored records. Any duly authorized representative(s) of County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to County representative(s) for such access and inspection. Further, any duly authorized representative(s) of County shall be permitted to observe and inspect any or all of Contractor's facilities and activities during Contractor's usual and customary business hours for the purposes of evaluation and judging the nature and extent of Contractor's compliance with the provisions of the agreement. In such instances, County's representative(s) shall not interfere with or disrupt such activities.

VII. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS

The following is a general outline of the skill sets, Contractor Licensing, Certifications, and Qualifications information that should be provided.

- The description of experience and qualifications of the supervisory personnel assigned to manage the project. Detail the nature of the positions and the number of personnel assigned to each position.
- Number of years providing service, with emphasis on service provision in geographically large, rural areas.
- Experience using computer aided dispatch and scheduling. Include the name of the system(s) used, i.e.: RouteMatch, Ecolane, Passio, GMV, etc.
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Track Record with Safe Transit Operations: Describe the safety history of the company with respect to the provision of contracted bus transit services.

- Industry Awards and/or Certifications: Include a description of any relevant transit industry awards and/or certifications given to the Company or company's key personnel identified for this project.

VIII. CONSTRAINTS TO PROPOSER'S APPROACH AND METHODOLOGY

The following is a general outline of the constraints, obstructions, roadblocks that may affect the Proposer's approach and methodology that will be needed and/or considered in order for the transit service consultant to submit as part of their proposal response.

- Provision of the public transit service in Kern County is financed, in part, with Federal funds (U.S. Department of transportation, Federal Transit Administration – FTA). As such, the Federal Government requires that activities performed by a third-party contractor on behalf of a Federal grantee must be carried out in accordance with Federal requirements. The Contractor must comply with the conditions listed in Exhibit "E".
- According to California Labor Code Section 1070 et seq, a proposer must declare in the proposal whether or not it and its subcontractor(s) will retain the employees of the current contractor, except for reasonable and substantiated cause, for a period of at least 90 days. Proposers who so declare they will retain current employees by signing Exhibit "F", will receive 10% additional scoring. Contractor shall make every reasonable effort to hire existing contract personnel, based on Contractor's hiring standards, including drivers and dispatchers, in order to ensure maximum continuity of the system.

IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The following is a general outline of the Performance Standards and Quality Assurance benchmarks that are required as part of this proposal. For additional standards, see Section II – Objectives.

- Demand Response (DAR) pick up shall be no more than 15 minutes prior to scheduled time and no later than 15 minutes after scheduled time. A "No Show" is recorded when a passenger fails to board within 3 minutes after the bus arrival time.
- No Fixed Route (FR) revenue vehicle shall depart any timed stop prior to the scheduled departure time.
- Fixed Routes shall not depart the first stop more than 5 minutes late unless the delay is caused from incidents out of control of Contractor. Unavoidable delays include road construction, accidents, fires, weather, bus mechanical failure before or after leaving the yard.
- DAR and FR will maintain a 90% on-time performance level based on first and last stops.
- Zero (0) fixed route trips and zero (0) dial-a-ride hours will be dropped or missed due to unavailability of drivers.
- Average initial in-coming call hold time for service inquiries or reservations will not exceed 2 minutes.
- Longest on phone hold time shall not exceed 5 minutes

Exhibit A

- Liquidated Damages may be assessed for the following:

NATURE OF THE OMISSION	LIQUIDATED DAMAGE ASSESSED
Maintenance Scheduling: If any vehicle is not scheduled for maintenance/preventive maintenance or omission or lack of documentation of evident vehicle condition (daily bus reports/maintenance request).	\$250.00 per occurrence
Deficient vehicle condition. In the event Contractor operates any revenue vehicle that Contractor reasonably should know has been rejected by the County due to an unacceptable appearance, or unsafe vehicle condition.	\$250.00 per day per vehicle Further, any assessed fees or fines imposed by any other governmental regulatory agency as a result of this action will be the Contractor's responsibility.
Contractor fails to employ and assign to the services covered by this Agreement all of the following: 1) on-site General Manager 2) Operations Manager 3) Roads Supervisors 4) Safety Manager. In the event any of these employees terminate employment with less than two (2) weeks' notice, liquidated damages will not be assessed until the thirtieth (30th) day following the notice of termination.	\$250.00 per day per missing employee
Failure of a driver to wear a complete approved uniform and/or maintain required supplies, while on duty.	\$100.00 per occurrence
Failure to schedule a vehicle for repair of any body damage (interior or exterior) within 21 days of the occurrence.	\$100.00 per day
Failure to distribute or display information materials as directed by County.	\$100.00 per occurrence
Failure to adhere to the route sequence	\$300.00 per occurrence
Missed trips	\$300.00 per occurrence
Failure to depart the first stop of a route within 5 minutes of the scheduled departure time. Except in the case of unavoidable delays per item 8c above.	\$100.00 per occurrence
Missed Dial-A-Ride hours	\$50.00 per hour
Each call holding longer than 5 minutes (excluding hold time associated with hardware/software problems).	\$50.00 per occurrence
Any trip that a fixed route intercity bus departs from its designated time point earlier than its scheduled departure and/or from any point within its trip schedule.	\$100.00 per occurrence
Failure to display correct and legible head sign message	\$50.00 per occurrence

X. SECURITY REQUIREMENTS

The potential provider must follow the following farebox security requirements:

Bakersfield - Dispatcher will remove cashbox from the farebox in the presence of the revenue vehicle driver. Dispatcher will then place the cashbox in the vault and empty the cashbox. The dispatcher then replaces the cashbox into the farebox.

Lake Isabella and Mojave – An employee, in the presence of a local dispatcher, will collect cashboxes from each vehicle and replace with an empty cashbox. That employee then returns directly to Bakersfield with the full cashboxes and empties them into the vault in the presence of a dispatcher.

Tehachapi and Lebec—An employee, in the presence of the driver, will collect cashboxes from each vehicle and replace with an empty cashbox. That employee then returns directly to Bakersfield with the full cashboxes and empties them into the vault in the presence of a dispatcher.

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only key factors in the proposal to provide public transit services for the Department of Public Works, Kern Transit.

For a more comprehensive list of outcomes, see Section II – Objectives. For a comprehensive list of deliverables, see Section V – Description and Scope of Work and Section VI – Deliverables.

1. The Contractor shall be responsible for provision of bus transit service in a safe, efficient and effective manner and maintain professionalism and courteous interaction with riders.
2. The Contractor may provide special transportation services within the service area as required.
3. In the event of an emergency, the Contractor shall make available, to the extent possible, transportation and communication services and facilities to assist County emergency operation.
4. The Contractor shall have on staff an adequate number of personnel in the field and in the administrative office to provide reliable, efficient, on-time public transit service in Kern County.
5. The Contractor shall conduct safety, operations, and informational meetings on a regular basis with field and administrative staff.

Revised 2/2024

SAMPLE MASTER TERMS AND CONDITIONS

1. Insurance

Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Consultant shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or County as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Consultant has employees who may perform any services pursuant to this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Consultant shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. Liability Insurance Requirements:

(1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least five million dollars (\$5,000,000) each per accident.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Liability insurance. No insurance or self-insurance maintained by the County, whether primary

or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.

- (4) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - (5) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
 - d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
 - e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
 - f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. This requirement shall also apply to any Excess or Umbrella liability policies. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

Exhibit B

- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2. Indemnification

Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

3. Compensation

As compensation for Consultant's satisfactory performance of services, County agrees to pay Consultant the sum of _____ dollars (\$ _____) per month. Payment for Consultant's services shall be promptly processed by County upon Consultant's presentation of claim identifying the services rendered for the period covered by the claim.

4. Term

Exhibit B

The term of this Agreement shall be for the period commencing October 1, 2026, and terminating September 30, 2030.

5. Termination

County and Consultant agree that this Agreement shall be immediately terminable if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the County. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

6. Assignment

Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval of the County.

7. Audit, Inspection and Retention of Records

Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

8. Authority to Bind County

It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

9. Captions and Interpretation

Exhibit B

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. Choice of Law/Venue

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

11. Compliance with Law

Consultant shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

12. Confidentiality

Consultant shall not, without the written consent of County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. Conflict of Interest

Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Enforcement of Remedies

Exhibit B

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. Nonwaiver

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

17. Representations

Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

18. Severability

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

19. Signature Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

20. Sole Agreement

This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have

Exhibit B

been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

21. Compliance with IRCA

Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

22. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Consultant that any such person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

23. Amendments

This Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

24. Political/Religious Activity

No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

25. Communications

Exhibit B

Communications in writing made pursuant to this Agreement shall be addressed as follows:

Consultant

County of Kern

SAMPLE

COUNTY DUTIES AND RESPONSIBILITIES

County shall accept the following responsibilities and perform the following duties with respect to Kern Transit to the extent reasonable and feasible; Contractor shall assist County in this regard.

System Planning and Administration

County shall be responsible for all planning activities relative to Kern Transit routes, schedules, service areas, days and hours of operations, bus stop locations, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration. However, Contractor is encouraged and expected to work with the County to improve the quality, quantity and cost effectiveness of the County's service, operations and maintenance. County will coordinate with and seek input from Contractor prior to modifying county service, and, will provide advance notice to the Contractor and the public.

Facilities

County shall provide a County facility to be leased by Contractor as its operations headquarters for a five-year term of the agreement. The facility for Kern Transit operations is located at 5438 Victor Street #B, Bakersfield, CA 93308. The current monthly lease rate is \$4,230.44.

Contractor shall endeavor to lease the facility leased by the current Transit provider in Lake Isabella for dispatch operations in the Kern River Valley. The location is 6075 Lake Isabella Boulevard, Lake Isabella, CA 93240. Current monthly lease rate is \$2,740.00.

County leases a facility at the Mojave Air and Space Port in Mojave, CA for the dispatch operations in East Kern. The location is 16922 Airport Boulevard #29, Mojave, CA 93502. Contractor shall incorporate reimbursement to the County in the fixed administration cost quoted on the service cost proposal. Current monthly lease rate is \$757.24. Construction is underway for a new Transit Center located on the corner of Mono Street and K Street in Mojave. A new operations and maintenance facility is also in the planning stages at this location with construction expected to begin in 2027. Once both buildings are complete, Mojave operations will relocate to this location. County will erect bus stop signs, bus shelters, and transit centers.

Monitoring

Continued and ongoing evaluation of the program will be performed by the County. Ridership figures will be reviewed monthly to determine system effectiveness, including such indicators as passengers per revenue mile, passengers per revenue hour, revenue vehicle miles, revenue vehicle hours, operating cost per passenger, and farebox return.

Onboard monitoring reviews will be conducted by County staff on a regular and ongoing basis. Contractor will assist staff in the review process which may also include onboard passenger surveys. Both Contractor and County will perform periodic review to ensure proper procedures are maintained.

Office Related Equipment, Computer Hardware & Software

Exhibit C

County will furnish computer hardware for the Dispatching staff to perform the daily dispatching and scheduling functions and to respond to rider calls. County will provide the internet service for the Dispatching staff. County will provide a transit management system for all dispatch personnel and select managerial and administrative staff. County will provide the Mobile Data Terminals (MDT) in each of the revenue vehicles. MDT's record passenger boarding and fare collection and collect trip and route mileage data.

Vehicles & Maintenance

County shall provide to Contractor the vehicles and equipment set forth in Attachment 1 of this RFP. These vehicles shall be used only for activity directly related to the transit system covered by the agreement, unless otherwise authorized, in writing, by County. As the legal owner, the County shall register each vehicle and provide a valid copy of each vehicle registration to Contractor.

County shall be responsible for all preventative maintenance and repairs on the revenue vehicles. Contractor shall immediately notify County's maintenance staff of any maintenance issues: mechanical, electrical or cosmetic. Maintenance is performed at 5438 Victor Street, Bakersfield, 6075 Lake Isabella Boulevard, Lake Isabella, 16922 Airport Boulevard, Mojave, roadside or at private vendor facilities as needed.

County supplies and maintains one 2006 Ford F-150 and one 2010 Mitsubishi Outlander as support vehicles for contractor use. In the event these support vehicles owned by the County are not satisfactory nor adequate per the Contractor, Contractor will furnish additional support vehicles as required. Maintenance of Contractor supplied vehicles will be the responsibility of the Contractor.

Bus Equipment

Radio Communications System

Contractor shall use the radio communication system provided to it by County solely for the purpose of providing radio communications between its dispatch offices and County vehicles in connection with Kern Transit operations. County provides satellite phones for use on Route 227, Lake Isabella to Ridgecrest. Contractor shall comply with all applicable federal statutes and regulations in connection with use of the radio and satellite phone.

On-Board Surveillance System

County has installed on-board surveillance equipment on County owned buses. County reserves the right to install surveillance equipment on county facilities. County shall install and maintain additional equipment as needed. Contractor shall report any unusual or required maintenance problems of said equipment to County maintenance supervisor within 24 hours.

Fare Collection System

County owns and installs the electronic fare boxes.

Fuel

County shall provide allow-sulfur diesel, unleaded gasoline and compressed natural gas (CNG) and may exercise its option to supply other fuels required to operate Kern Transit vehicles. County

Exhibit C

shall provide fuel cards/fuel fobs as needed for each fuel type and location. The County, upon notification by the Contractor, will replace fuel cards/fuel fobs. The County expressly reserves the right, at its sole discretion, to establish fueling procedures as determined by County to be in the County's best interest. Because fuel is supplied by County, the Contractor shall fuel Kern Transit vehicles at such locations(s) and in such manner as County may direct. Contractor and all of its employees shall adhere to any and all operating, administrative, and accounting procedures required by County in connection with all fueling operations.

Locations of County Road Yards for diesel and gasoline fueling are:

Bakersfield	5438 Victor Street
Bakersfield	2903 Patton Way
Inyokern	305 N. 2 nd Street
Kernville	500 Scodie Avenue
Lebec	1536 Lebec Service Road
Mojave	2200 Nadeau Street (smaller buses only)
Rosamond	2935 Locust Street
Tehachapi	22209 Old Town Road

Location for diesel fueling in Mojave (40' buses only): Speedway Travel Center, 16660 Sierra Highway, Mojave, CA 93501

Locations for CNG fueling sites are:

Golden Empire Transit	1830 Golden State Avenue, Bakersfield
Kern County Superintendent of Schools	705 S. Union Avenue, Bakersfield

Schedules, Tickets, and Passenger Logs

County shall prepare, print, and provide the Contractor all schedules, tickers, passes and like materials required by County operations. Contractor shall distribute and disseminate such materials in accordance with the provisions of the agreement and any additional directions provided by County.

Advertising and Promotion

County shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform Kern Transit customers of Kern Transit operations and to promote ridership. County will provide Rider Guides containing system-wide and regional route maps, schedules, regional fares and transit rider policies. County will provide a continuously updated website with general information about the transit service: system-wide and regional route maps, schedules, fares & policies.

Citizen Participation

County is responsible for planning and conducting all citizen participation meetings and/or public hearings associated with the evaluation of service quality and the development of service improvements. Contractor's General Manager shall attend these meetings and/or public hearing and participate as appropriate.

Notification – Potential Interference with Kern Transit Operations

County shall make a reasonable effort to notify Contractor in advance of any road closures, detours, parades, or other such events which may interfere with Count operations or require deviations from established routes or schedules. Such deviations shall be mutually agreed upon by Contractor and County.

**AGREEMENT FOR SUBLEASE
OF A PORTION OF 16922 AIRPORT BLVD., BUILDING 1
MOJAVE, CA**

(County of Kern – _____)

TABLE OF CONTENTS

RECITALS	0
AGREEMENT	0
1. Premises	0
2. Term	1
3. Option to Extend Term	1
a. Master Lease Option	Error! Bookmark not defined.
b. Sublease Option	Error! Bookmark not defined.
4. Right to Terminate	1
5. Hold Over.....	1
6. Consideration	1
a. Initial Term	1
b. Rental Increases	1
c. Hold Over Term.....	1
d. Service Fee for Slow Pay	1
e. Insufficient Funds	2
7. Purpose.....	2
a. In General.....	2
b. No Nuisance.....	2
8. Condition of Premises.....	2
9. Alterations.....	2
10. Repair and Maintenance.....	2
a. In General.....	2
b. Lessee’s Responsibilities	2
c. Failure by Lessee to Repair and Maintain	2
d. Janitorial.....	3
11. Utilities and Services; Modification of Utilities	3
12. Taxes and Assessments	3
13. Lessee’s Furniture, Fixtures and Equipment	3
a. In General.....	3
b. Abandonment of FF&E.....	3
c. FF&E as Security	3
14. Access	3
15. Signs.....	4
16. Damage and Destruction.....	4
17. Condemnation	4
18. Right of Inspection.....	4
19. Hazardous Materials	4
a. No Hazardous Materials	4
b. Clean Up of Hazardous Materials.....	4
c. Failure by Lessee to Clean Up	5
d. Receipt of Notice of Violation.....	5
20. Indemnification	5
a. In General.....	5
b. Environmental.....	5
c. County Indemnification of Lessee	6
21. Release and Waiver; Waiver of Civil Code Section 1542	6

Exhibit D

a. Release and Waiver.....	6
b. Waiver of Civil Code Section 1542.....	6
22. Lessee Maintenance of Insurance	6
a. Workers' Compensation and Employer's Liability Insurance Requirements	6
1) Workers' Compensation Insurance - Lessee Employees.....	6
2) Workers' Compensation Insurance - Lessee Subcontractors.....	7
3) Employer's Liability Insurance.....	7
b. Liability Insurance Requirements	7
1) In General.....	7
(a) Commercial General Liability Insurance.....	7
(b) Automobile Liability Insurance	7
2) Additional Insureds.....	7
3) Self-Insurance Retention.....	7
4) Claims-Made.....	7
c. Fire and Casualty Insurance.....	8
d. Cancellation of Insurance.....	8
e. Insurance Company Rating.....	8
f. Lessee Self-Insured.....	8
g. Primary Insurance	8
h. No Limitations by Policy Limits.....	8
i. Failure to Maintain Insurance	8
23. Liens and Encumbrances	9
24. Breach by County; Remedies of Lessee	9
a. Default.....	9
b. Remedies.....	9
c. Remedies Cumulative	9
25. Breach by Lessee	9
26. Remedies of County.....	10
a. Agreement and Possession Continue	10
b. Agreement and Possession Terminate	10
c. Remedies Not Exclusive	10
d. County Right to Cure.....	10
27. No Waiver of Breach	10
28. Force Majeure	10
a. Definition	10
b. Consequences.....	11
29. Quiet Possession	11
30. Assignment and Subletting	11
31. Surrender of Premises	11
32. Notices	11
33. Authorized Agent of County.....	12
34. Miscellaneous Provisions.....	12
a. Negation of Partnership	12
b. Conflict of Interest	12
c. Nondiscrimination.....	12
d. Incorporation of Prior Agreements	13
e. Remedies not Exclusive.....	13
f. Severability	13

Exhibit D

g. Governing Law; Venue.....	13
h. Compliance with Laws	13
i. Compliance with Master Agreement	13
j. Successors	13
k. No Third Party Beneficiaries	13
l. Covenants and Conditions	13
m. Modification.....	13
n. Authorization	13
o. Construction.....	13
p. Recitals.....	14
q. Captions	14
r. Exhibits	14
s. Time of Essence.....	14
EXHIBIT “AA” – Premises.....	0
EXHIBIT “BB” – Environmental Terms.....	0
EXHIBIT “CC” – Consent of Owner	0

**AGREEMENT FOR SUBLEASE
OF A PORTION OF 16922 AIRPORT BLVD., BUILDING 1
MOJAVE, CA**

(County of Kern – _____)

THIS AGREEMENT (“Agreement”) is executed at Bakersfield, California, on _____, (“**Execution Date**”) by and between the **COUNTY OF KERN**, a political subdivision of the State of California (“**County**”), and _____, a _____ (“**Lessee**”). County and Lessee are referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

A. The Mojave Air and Space Port (“**Owner**”) owns real property known as the Mojave Air and Space Port, located at 1434 Flightline in Mojave, County of Kern, State of California (“**Airport**”).

B. On February 12, 2013, County entered into a lease agreement with the Owner for use of a portion of the Airport known as 16922 Airport Blvd., Building 1 (“**Premises**”), as office and parking space for County’s Kern Regional Transit operations (“**Master Agreement**”). The terms and conditions of the Master Agreement shall take precedence over this Agreement as detailed in the Consent to Sublease attached as **Exhibit “CC.”**

C. County and Lessee entered into a Master Terms and Conditions for Transit Services agreement on _____ (Kern County Agreement No. _____, “**Operational Agreement**”), whereby contracting Lessee to provide the operational and management services for County’s public transportation service in the unincorporated areas of Kern County, known as Kern Regional Transit.

D. Pursuant to the Operational Agreement, Lessee desires to run East Kern County operations out of the Premises for the term of the Operational Agreement.

E. Pursuant to Section 28 of the Master Agreement, County may sublease the Premises to a third party with the consent of the Owner, which is attached to this Agreement as **Exhibit “CC.”**

F. The Parties agree that the Premises is suitable for Lessee’s operations and desire to enter into this Agreement for sublease.

AGREEMENT:

1. Premises: For and in consideration of the terms, covenants, and conditions contained in this Agreement, County subleases to Lessee, and Lessee subleases from County, 16922 Airport Blvd., Building 1 in Mojave, County of Kern, State of California, depicted on the map attached as **Exhibit “A” (“Premises”)**. The Premises consists of approximately 565 square feet of office space, common use of approximately 11,000 +/- square feet of bus and vehicle parking space, and the non-exclusive use of common areas on the Airport including roads, driveways, walkways, etc.

2. **Term:** The initial term of this Agreement (“**Term**”) shall commence as of _____ (“**Commencement Date**”) and terminate on _____, unless sooner terminated as provided in this Agreement.

3. **Option to Extend Term:** Should the Operational Agreement be extended for an option term, and provided Lessee is not in default of any of the terms, covenants, or conditions of this Agreement, Lessee shall have the option to extend the term of this Agreement to coincide with the option term of the Operational Agreement, and within the limits of the Master Agreement and its extension period. Lessee may exercise the option by giving the County Director of Public Works (“**Director**”), or his/her designee, written notice of Lessee’s desire to extend, not less than sixty (60) days prior to expiration of the initial Term. The Director, at the Director’s sole discretion, may accept or reject the request to extend. If an option is exercised, “**Term**” shall include the option term. “**Term**” shall also include any hold over period.

4. **Right to Terminate:** Should the Operational Agreement be terminated for any reason, either Party may terminate this Agreement by providing a one hundred and twenty (120)-day prior written notice to the other Party. Should the Master Agreement be terminated for any reason, the County may terminate this Agreement by providing a ninety (90)-day prior written notice.

5. **Hold Over:** If Lessee holds over after the expiration of the Term, with the express or implied consent of County, such holding over shall be a tenancy only from month to month and shall be governed by the terms, covenants, and conditions contained in this Agreement, with the exception of rental consideration.

6. **Consideration:**

a. **Initial Term** – As consideration for the lease of the Premises during the initial Term, Lessee shall pay monthly rent to County in lawful money of the United States without deduction or offset, to Kern Regional Transit at 2700 M Street, Suite #400, Bakersfield, CA 93301, or to such persons and at such places as may be designated from time to time by County. The monthly rent shall be \$_____ per month (“**Rent**”) payable commencing on the Commencement Date. Rent shall thereafter be payable on the first day of each month during the Term. Each monthly rent payment shall only be in consideration for the right to possess, occupy and use the Premises for the subsequent month. In the event Lessee occupies the Premises for a partial month at any time, Lessee shall only be responsible for a prorated portion of the monthly rent.

b. **Rental Increases** – Annually on the anniversary of the Execution Date, Rent shall increase pursuant to the CPI index not to exceed 1.5% per year, as referenced in the Master Agreement. This method of increase shall also apply to the option term, if exercised.

c. **Hold Over Term** – The amount of monthly rent shall be determined by County for any hold over period as set forth in **Section 5**.

d. **Service Fee for Slow Pay** – If money payable to County as a condition of this Agreement is not paid in full when due, a fee of 3% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rent payment plus fee shall become immediately due and payable to County. A further fee of 3% of the amount due and unpaid, including previously assessed fees, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 3% fee is in addition to any other rights

of County, if Lessee does not faithfully perform the terms, covenants, and conditions of this Agreement.

e. **Insufficient Funds** – Pursuant to California law, if Lessee passes a check with insufficient funds, Lessee shall be liable to County for the amount of the check and a service fee of \$25, and County may require that all payments thereafter be made with guaranteed funds (i.e., money order or cashier’s check).

7. **Purpose:**

a. **In General** – This Agreement is made for the purpose of providing office space and parking to support Lessee’s operation of County’s public transit system, known as Kern Regional Transit. Lessee shall not use or permit the Premises to be used for any other purpose.

b. **No Nuisance** – Lessee shall not do or permit any act or thing to be done upon the Premises that will obstruct or interfere with the rights of County or any others, or injure or annoy County or others. Lessee shall not cause, maintain, or permit any nuisance or waste on or about the Premises, or allow the Premises to be used for any unlawful purpose. Within seventy-two (72) hours of receiving written notice from County that a nuisance exists, Lessee shall abate or otherwise cause the nuisance to be abated. If Lessee has not taken corrective action within seventy-two (72) hours, then County may enter and abate the nuisance at the sole cost of Lessee without any liability whatsoever to County. Lessee shall not allow any offensive matter, refuse, or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, to remain on the Premises or within a distance of fifty (50) feet thereof, and shall prevent any accumulation thereof from occurring.

8. **Condition of Premises:** Lessee has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent, and/or patent. Lessee acknowledges that the Premises has not undergone inspection by a Certified Access Specialist, and Lessee accepts the Premises in its present condition.

9. **Alterations:** Lessee shall make no modifications, improvements or additions to the Premises.

10. **Repair and Maintenance:**

a. **In General** – General maintenance responsibilities of the exterior of the Premises and the common areas, including the HVAC system, are detailed in **Section 10** of the Master Agreement, and are the responsibility of the Owner.

b. **Lessee’s Responsibilities** – Lessee shall maintain the interior of the office portion of the Premises at its sole cost, with the exception of any structural or main system repairs, which are the responsibility of the Owner. Lessee shall, at its sole cost, repair and maintain its furniture, fixtures and equipment (“**FF&E**”) in a clean, sanitary and safe condition and in compliance with the terms, covenant and conditions of this Agreement and all applicable federal, state, and local laws, including, without limitation, statutes, ordinances, rules, and regulations (“**Applicable Laws**”).

c. **Failure by Lessee to Repair and Maintain** – Repair and maintenance shall be to the sole satisfaction of County, and if Lessee fails to fulfill any duty imposed under this **Section 10** within a reasonable period of time, County may, but is not required to, perform those duties at Lessee’s sole cost. Lessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 10.c** shall constitute a waiver of any of Lessee’s obligations under **Section 10**. Lessee’s obligations under

Section 10 shall survive the expiration or termination of this Agreement.

d. Janitorial – Lessee shall be responsible for janitorial services within the Premises.

11. Utilities and Services; Modification of Utilities: County shall pay, during the Term, and during any extension or holdover, for all utilities used by Lessee in connection with its operations on the Premises. The term “utilities” for the purposes of this Agreement shall include, without limitation, gas, electricity, water, sewer, and telephone or internet service. Lessee shall not modify any utilities on the Premises, with the exception of installation or setup of telephone or internet service. In the event the Premises experiences an interruption of water, electricity, gas, sewer, and telephone (“**Interruption**”), then County shall commence and diligently pursue curative action with the Owner within a commercially reasonable amount of time after written notice from Lessee. If County fails to correct an Interruption within three (3) business days and the Interruption prevents Lessee from utilizing all or a material portion of the Premises to conduct its business, Lessee shall be entitled to an abatement of Rent as to that portion of the Premises rendered unusable as a result of the Interruption commencing on the 3rd consecutive business day of the Interruption until such time as the services are restored. If an Interruption continues for a period of thirty (30) consecutive days, Lessee at its option may terminate this Agreement as of the 30th day of Interruption and be relieved of all unaccrued obligations throughout the Agreement.

12. Taxes and Assessments: Lessee shall pay all taxes, fees, charges, and assessments levied by any governmental agency upon any interest acquired by Lessee under this Agreement. Lessee is aware that certain possessory interests may be created by entering into this Agreement and that such interests will be subject to the payment of property taxes levied on such interest.

13. Lessee’s Furniture, Fixtures and Equipment:

a. In General – Lessee may install its own FF&E, including telephone and data cabling, in the interior of the Premises, at its sole cost. In addition to Lessee’s obligations under **Section 29**, at the expiration or termination of this Agreement, Lessee shall remove its FF&E, and repair any damage to the Premises as a result of removal, at Lessee’s sole cost.

b. Abandonment of FF&E – Any FF&E belonging to Lessee and left on the Premises shall be kept for a reasonable time by County, but in no event longer than thirty (30) days after County gives Lessee written notice to remove such property from the Premises. After the thirty (30)-day period, if not removed, the FF&E may be treated by County as abandoned and declared to be County-owned property, and County may, at Lessee’s sole cost, repair any damage to the Premises as a result of removal. The costs charged to Lessee may include, without limitation, consideration for the additional time Lessee or its FF&E occupied the Premises beyond the deadlines and disallowed County’s full utilization of the Premises as the owner of the property.

c. FF&E as Security – If, at the time of expiration or termination of this Agreement, Lessee is in default of any of the terms, covenants, or conditions of this Agreement, including the payment of rent or any other sums due under this Agreement, Lessee shall not remove from the Premises any of its FF&E, and such personal property shall remain in the Premises as security for the cure of such default, until such time as such default is fully cured by Lessee and any costs incurred by County, including attorneys' fees, are paid in full by Lessee to County.

14. Access: Lessee shall have reasonable access to and from the Premises across the Airport twenty-four (24) hours per day, seven (7) days per week.

15. **Signs:** Lessee, at its sole cost, shall have the right to affix and install on the Premises, reasonable signs to identify the Premises, and such signs shall comply with all Applicable Laws, including those of County, and any installation of signage shall be approved in writing by the Owner's designee prior to installation. Any damage to the Premises occasioned by the installation and maintenance of any such sign, and the cost of removal or obliteration thereof upon the expiration or termination of this Agreement, shall be paid by Lessee.

16. **Damage and Destruction:** If the Premises are damaged or destroyed by fire or casualty, not the fault of Lessee or any person in or about the Premises with the express or implied consent of the Lessee, the damaged Premises shall be diligently repaired by County at its sole cost, with the use of available insurance proceeds required under **Section 22.c** to substantially the same condition existing immediately prior to such fire or other casualty, and this Agreement shall continue in full force and effect except that Rent and other charges otherwise payable hereunder shall abate in the proportion that the area of the Premises rendered untenable bears to the entire area of the Premises until the Premises are repaired and restored. The provisions of California Civil Code sections 1932(2) and 1933(4) shall not apply to this Agreement, and Lessee hereby waives the benefits thereof.

17. **Condemnation:** If all of the Premises is taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as of the date of taking. In the case of a partial taking, either Party shall have the right to terminate this Agreement as to the balance of the Premises by notice to the other Party within thirty (30) days after such date. However, a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature, in Lessee's reasonable judgment, as substantially to handicap, impede, or impair Lessee's use of the balance of the Premises. In the event of any taking, the proceeds shall be allocated to the Parties based on their respective interests in any condemnation proceeding, and in addition, Lessee shall be entitled to the unamortized value of Lessee's FF&E and leasehold improvements not capable of removal.

18. **Right of Inspection:** County shall have the right to enter upon the Premises at all reasonable times, and with reasonable prior notice (except in emergencies), to inspect the Premises and Lessee's operations thereon.

19. **Hazardous Materials:**

a. **No Hazardous Materials** – Lessee shall not permit any Hazardous Materials to be stored or brought onto the Premises without the prior written consent of the Director, or his/her designee, which may be granted or withheld in their sole discretion, provided however, that Lessee may use normal cleaning, equipment maintenance, and janitorial supplies in the Premises in the ordinary course of Lessee's business. If Lessee spills any Hazardous Materials anywhere on the Premises, Lessee shall cleanup said spill, at its sole cost, and to the sole satisfaction of County. "**Hazardous Materials,**" as used in this Agreement, shall be defined as stated in **Exhibit "BB."**

b. **Clean Up of Hazardous Materials** – If any governmental authority or court, which has jurisdiction, demands that a cleanup plan be prepared and/or that a cleanup be undertaken because of any deposit, spill, discharge, or other release of any Hazardous Materials at, on, or from the Premises caused by Lessee or anyone that Lessee has allowed onto the Premises at any time during Lessee's occupancy of the Premises, or which arises at any time as a result of any uses or occupancy of the Premises by Lessee, then Lessee shall, at its sole cost, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans in a timely manner.

c. **Failure by Lessee to Clean Up** – Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by County. If Lessee fails to fulfill any duty imposed under this **Section 19** within a reasonable period of time, County may, but is not required to, perform those duties at Lessee’s sole cost. Lessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 19.c** shall constitute a waiver of Lessee’s obligations under this **Section 19**. Lessee obligations under this **Section 19** shall survive the expiration or termination of this Agreement.

d. **Receipt of Notice of Violation** – If Lessee becomes aware of or receives notice or other communications concerning any actual, alleged, suspected, or threatened violation of any Environmental Requirements, or liability of Lessee in connection with the Premises or past or present activities of any person thereon, then Lessee shall deliver to County within 10 days of receipt of such notice or communication by Lessee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not create any obligation on the part of County to defend or otherwise respond to any such notification. “**Environmental Requirements**,” as used in this Agreement, shall be defined as stated in **Exhibit “BB.”**

20. Indemnification:

a. **In General** – Lessee shall indemnify and defend, upon request of County, County, its governing board, commissions, elected and appointed officials, employees, agents, volunteers, and authorized representatives, and each of them (“**Indemnified Parties**”), against any and all actions, lawsuits, proceedings, losses, costs, expenses, claims, fines, liabilities, fees (including, but not limited to, reasonable attorneys’ fees of County Counsel and outside counsel retained by County, costs of County staff time, investigation, expert and consultant fees and costs), and damages, including liability for personal injuries or death or property damage, regardless of where located, including property of County, and workers’ compensation claims or suits arising from or connected with any services performed under this Agreement on behalf of Lessee by any person or entity (“**Claims**”), arising out of or in any way connected with the acts or omissions of Lessee, its employees, agents, independent contractors, or invitees (“**Lessee Acts**”), unless the Claim is due to the sole default, act or failure to act, gross negligence, or willful misconduct of County or the Indemnified Parties.

b. **Environmental** – In addition, Lessee shall indemnify and defend, upon request of County, County and the Indemnified Parties against any and all Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Materials caused by Lessee or anyone that Lessee has allowed onto the Premises at any time during Lessee’s occupancy of the Premises, or which arises at any time as a result of any uses at, on, or from the Premises or the occupancy of the Premises by Lessee, or as a result of Lessee’s failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any Environmental Requirements. County shall indemnify, defend, and hold harmless Lessee and Lessee’s shareholders, officers, directors, agents, employees, affiliates, successors and assigns from and against any and all loss, claim, demand, action, cause of action, judgment, decree or any other expense or obligation located upon, migrating into, from, through or otherwise relating to the Premises, unless resulting from Lessee’s use or occupancy of the Premises. “**Environmental Requirements**” and “**Hazardous Materials**,” as used in this Agreement, shall have the meaning provided in **Exhibit “BB.”**

c. **County Indemnification of Lessee** – County agrees to indemnify, protect, defend and hold Lessee, its directors, officers, employees and agents (“**Lessee’s Indemnified Parties**”) harmless from and against all claims, actions, losses, damages, costs, attorney’s fees, expenses and liabilities arising out of the actual or alleged injury to or death of any person or loss of or damage to personal property in or upon the Premises, including the person and property of Lessee and Lessee’s Indemnified Parties, to the extent arising out of or in connection with the willful or negligent acts or omissions of County or County’s employees, agents, or contractors.

d. **Survival of Indemnification Obligations** – The Parties’ obligations under **Section 20** shall survive the expiration or termination of this Agreement.

21. Release and Waiver; Waiver of Civil Code Section 1542:

a. **Release and Waiver** – Lessee releases County and the Indemnified Parties from all Claims, and waives all Claims against County and the Indemnified Parties, that it may have as of the Execution Date, relating to this Agreement and any acts or omissions of County or the Indemnified Parties, unless the Claim is due to the sole default, act or failure to act, gross negligence, or willful misconduct of County or the Indemnified Parties.

b. **Waiver of Civil Code Section 1542** – Lessee waives all rights under California Civil Code 1542, and all rights arising under any similar laws, whether local, state, or federal. Section 1542 provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement.”

22. Lessee Maintenance of Insurance: In order to protect County and the Indemnified Parties against Claims as a result of Lessee Acts, Lessee shall secure and maintain insurance as described below. Lessee shall not perform any work under this Agreement until Lessee has obtained all insurance required under this **Section 22** and the required certificates of insurance, and all required endorsements have been filed with the County’s authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request by County, Lessee shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter and company to the coverage, limits, and termination provisions shown thereon. Lessee shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term or as otherwise specified herein. Such certificates and endorsements shall be delivered to the County’s authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Lessee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Lessee or County as an additional insured.

a. **Workers’ Compensation and Employer’s Liability Insurance Requirements** –

1) **Workers’ Compensation Insurance - Lessee Employees.** If Lessee has employees who may perform any services pursuant to this Agreement, Lessee shall submit written proof that Lessee is insured against liability for workers’ compensation in accordance with the provisions of California Labor Code section 3700.

2) **Workers' Compensation Insurance - Lessee Subcontractors.** Lessee shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Lessee. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Lessee shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

3) **Employer's Liability Insurance.** Lessee shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. **Liability Insurance Requirements –**

1) **In General –** Lessee shall maintain in full force and effect, at all times during the Term, the following insurance:

(a) **Commercial General Liability Insurance,** including without limitation Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Lessee shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) **Automobile Liability Insurance,** against claims of Bodily Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

2) **Additional Insureds –** The Commercial General Liability and Automobile liability Insurance required in **Section 22.b** shall include an endorsement naming the County and the Indemnified Parties as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3) **Self-Insurance Retention –** Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager, which may be granted or withheld at the County Risk Manager's sole discretion.

4) **Claims-Made –** If any of the insurance coverages required under this Agreement is written on a claims-made basis, Lessee, at Lessee's option, shall either (i) maintain said coverage for at least three years following the termination

of this Agreement with coverage extending back to the Execution Date; **(ii)** purchase an extended reporting period of not less than three years following the termination of this Agreement; or **(iii)** acquire a full prior acts provision on any renewal or replacement policy.

c. Fire and Casualty Insurance – Lessee shall, at its sole cost, maintain on the Premises a policy of standard fire and extended coverage insurance on its FF&E, with vandalism and malicious mischief endorsements, to the extent of at least 100% of full replacement value.

d. Cancellation of Insurance – The above-stated insurance coverages required to be maintained by Lessee shall be maintained until the completion of all of Lessee’s obligations under this Agreement. Each insurance policy supplied by Lessee must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

e. Insurance Company Rating – All insurance shall be issued by a company or companies admitted to do business in California and listed in the current “Best’s Key Rating Guide” publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager, which may be granted or withheld at the County Risk Manager’s sole discretion.

f. Lessee Self-Insured – If Lessee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Lessee shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless the County Risk Manager determines, in his/her sole discretion and by written acceptance, that the coverage proposed to be provided by Lessee is equivalent to the above-required coverages.

g. Primary Insurance – All insurance afforded by Lessee pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

h. No Limitations by Policy Limits – Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, or to preclude County from taking such other actions as are available to it under any other provision of this Agreement or otherwise under Applicable Laws.

i. Failure to Maintain Insurance – Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. County, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Lessee, County shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Lessee pursuant to this Agreement is insufficient to reimburse County for the premiums and any

associated costs, Lessee shall reimburse County for the premiums and pay for all costs associated with the purchase of said insurance within ten (10) days of demand by County. Any failure by County to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

23. Liens and Encumbrances: Lessee shall keep the Premises free from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause. If any liens or encumbrances are recorded against the Premises, and Lessee fails to remove the lien or encumbrance or post a bond to remove same within fifteen (15) days after its filing, County shall give a fifteen (15)-day notice to Lessee, requiring Lessee to remove or bond around the lien or encumbrance within the fifteen (15)-day period. If Lessee fails to do so within the fifteen (15)-day period, County, at its sole discretion after expiration of the fifteen (15)-day period, may obtain a bond, with all costs of the bond to be reimbursed by Lessee to County.

24. Breach by County; Remedies of Lessee:

a. Default – The following shall constitute an event of default by County (“**County Default**”): **(i)** County’s failure to perform any non-monetary obligation of County within thirty (30) days after receipt of written notice from Lessee to County specifying such default and demanding that the same be cured; provided that, if such default cannot, with due diligence, be wholly cured within such thirty (30) day period, County shall have a longer period as may be reasonably necessary to cure the default, not to exceed ninety (90) days, so long as County proceeds promptly to commence the cure of same within the thirty (30) day period and diligently prosecutes the cure to completion, and provided further that in the case of an Emergency, Lessee shall be required to give only such notice as is reasonable under the Emergency circumstance; or **(ii)** any breach by County of any representation or warranty made by County in this Agreement which is not cured within thirty (30) days following written notice from Lessee.

b. Remedies – Upon the occurrence of a County Default, Lessee may do all or any of the following: **(i)** pay or perform such obligations as may be necessary to cure the County default and offset Lessee’s actual damages (but not any special, indirect, punitive or consequential damages) that are proven to have been sustained by Lessee as a direct result of a County Default (“**Transaction Costs**”), against the rental consideration and other charges due County; or **(ii)** withhold rental consideration and any other charges to County under this Agreement until the County Default is cured by County; or **(iii)** terminate this Agreement and/or sue for damages, including Transaction Costs.

c. Remedies Cumulative – The various rights and remedies reserved to Lessee in this **Section 24** are cumulative and Lessee may pursue any and all rights and remedies, whether at the same time or otherwise. Any offset made by Lessee against rental consideration or any other charges otherwise due by Lessee in this Agreement shall be without liability to Lessee, shall not constitute a default on behalf of Lessee, and shall not affect any other rights or remedies Lessee may have against County for failure to comply with the provisions in this **Section 24**.

25. Breach by Lessee: In the event of the breach by Lessee of any term, covenant, or condition, Lessee shall have thirty (30) days after written notice has been given to Lessee by County to cure, except for breach of the nuisance provisions of **Section 7**, which allows seventy-two (72) hours to cure. If Lessee fails to cure within the stated time periods, County may exercise its remedies under **Section 24**.

26. **Remedies of County:** In the event of a breach by Lessee, County shall have the right either to terminate Lessee's right to possession of the Premises, by giving written notice of termination to Lessee, and thereby terminating this Agreement, or to have this Agreement continue in full force and effect with Lessee at all times having the right to possession of the Premises.

a. **Agreement and Possession Continue** – If County elects to have this Agreement continue in full force and effect, Lessee shall remain liable to perform all of its obligations under this Agreement and County may enforce all of County's rights and remedies. If Lessee abandons the Premises or fails to maintain and protect the same as herein provided, County shall have the right (i) to do all things necessary or appropriate to maintain, preserve, and protect the Premises, including without limitation the installation of keepers or guards or the appointment of a receiver, and (ii) to relet the Premises as the agent of Lessee and for Lessee's account and to do all things appropriate for such reletting. In the event of such reletting, rent received by County shall be credited to Lessee's account. None of the foregoing acts shall be deemed to terminate Lessee's right of possession, and Lessee shall reimburse County on demand for all amounts reasonably expended by County in connection with the foregoing acts, together with interest on all amounts expended by County from time to time at the maximum legal rate from the date due until paid. Notwithstanding any such election to have this Agreement remain in full force and effect, County may at any time thereafter elect to terminate Lessee's right to possession of the Premises and thereby terminate this Agreement for any previous breach by Lessee which remains uncured or for any subsequent breach.

b. **Agreement and Possession Terminate** – If County gives notice of election to terminate Lessee's possession of the Premises, County shall be entitled to recover from Lessee the amounts specified in paragraph (a)(4) of section 1951.2 of the California Civil Code, as such section reads as of the Execution Date.

c. **Remedies Not Exclusive** – No right or remedy herein conferred upon or reserved to County is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

d. **County Right to Cure** – In addition to County's remedies upon Lessee's breach, upon ten (10) days prior written notice to Lessee by County, County may cure any breach by Lessee and, if necessary, may enter upon the Premises for such purpose. In such event, the cost of cure, plus interest at the maximum legal rate from the date due until paid, shall become immediately due and payable.

27. **No Waiver of Breach:** The waiver by County of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the term, covenant or condition contained in this Agreement, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of County to the performance by Lessee in strict accordance with the terms of this Agreement.

28. **Force Majeure:**

a. **Definition** – Neither Party shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure to perform any of its obligations, if such delay or failure is the result of causes beyond the control and without negligence of the Party. Such causes include, without limitation, acts of nature, strikes, lockouts, riots, insurrections, civil disturbances or uprisings, sabotage, embargoes, blockages, acts of war or terrorism, acts or failure to act by any governmental or regulatory body (whether civil or military, domestic or foreign),

governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes, tsunamis, or other natural or man-made disasters (“**Force Majeure**”). Lack of funds shall not be a Force Majeure event.

b. Consequences – The Party affected by a Force Majeure event, upon giving prompt notice to the other Party, shall be excused from performance to the extent of such prevention, restriction, or interference, on a day-to-day basis until the Force Majeure event is removed, and the other Party shall likewise be excused from performance of its obligation which relate to the performance so prevented, restricted, or interfered with. The affected Party shall use its best efforts to avoid or remove the causes of nonperformance and to minimize the consequences thereof, and both Parties shall resume performance when the Force Majeure event is removed.

29. Quiet Possession: Lessee, in keeping and performing the terms, covenants and conditions herein contained on the part of Lessee to be kept and performed, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises.

30. Assignment and Subletting: Lessee shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its leasehold rights and interests granted by this Agreement. Notwithstanding the foregoing, Lessee shall have the right to assign the Agreement only to a successor by merger or consolidation, or acquirer of Lessee’s operations at the Premises (“**Permitted Transfer**”). Should Lessee exercise its right to assign the Agreement in this circumstance, County shall prepare the assignment documentation, which shall be executed in the same manner and process as this Agreement. Lessee shall give County at least sixty (60) days prior written notice of a Permitted Transfer to provide sufficient time to process an assignment and obtain consent by the Owner.

31. Surrender of Premises: On the last day of the Term, or sooner termination of this Agreement, Lessee shall peaceably and quietly leave, surrender, and yield up to County the Premises in as good a condition and state of repair as it existed on the Execution Date, subject to damage by Force Majeure, and shall comply with **Section 13** relating to its FF&E. By the expiration or termination date, Lessee shall have paid all utility bills and contacted the appropriate utility companies to have the utility services properly discontinued or transferred.

32. Notices: All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Lessee: _____

To County: County of Kern
Public Works – Kern Regional Transit
2700 M Street, Suite #400
Bakersfield, CA 93301

and

County of Kern

General Services – Property Management
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.

33. Authorized Agent of County: The Director is the duly authorized agent of County for purposes of this Agreement, and as to any obligations assumed by Lessee, they shall be performed to the sole satisfaction of the Director, unless another standard is specified in this Agreement.

34. Miscellaneous Provisions:

a. Negation of Partnership – County shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee other than that of landlord and tenant by reason of the provisions of this Agreement. Lessee shall not for any purpose be considered an agent, officer, or employee of County.

b. Conflict of Interest – The Parties have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, County may immediately terminate this Agreement by giving written notice to Lessee. The Parties shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

c. Nondiscrimination –

1) Lessee, in the use of the Premises and in the operations to be conducted under this Agreement, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sex, or national origin in any manner prohibited by federal, state, or local laws or policies.

2) Lessee shall furnish its accommodations and services on a fair, equal, and nondiscriminatory basis to all Users, and Lessee shall charge only fair, reasonable, and nondiscriminatory prices for its services. However, Lessee may make reasonable and nondiscriminatory rebates, discounts, or other similar price reductions to volume service Users to the extent permitted by Applicable Laws.

3) Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, color, creed, religion, ancestry, sex, or national origin.

4) Lessee shall not discriminate nor allow discrimination, either directly or indirectly, in hiring or employing persons to work at the Premises.

5) Lessee shall include the language in **subsections (1) through (4)** in any agreement by which Lessee assigns or transfers any interest in the Premises or this Agreement, or grants a right or privilege to any person, firm, or corporation to use the Premises or to render accommodations and services to the public on the Premises.

6) Non-compliance with **subsections (1) through (4)** shall constitute a material breach of this Agreement, and in addition to any other remedies provided by

Applicable Laws or this Agreement, County shall have the right to terminate this Agreement without liability therefore, may seek an injunction to enforce **subsections (1) through (4)**, and may charge Lessee the sum of \$25.00 per day for each incident of a failure to comply.

d. Incorporation of Prior Agreements – This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

e. Remedies not Exclusive – The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.

f. Severability – If any part, term, portion, or provision of this Agreement is decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

g. Governing Law; Venue – The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. If either Lessee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the County of Kern, State of California, it being understood that this Agreement is entered into, and will be performed, within the County of Kern.

h. Compliance with Laws – Lessee shall, at its sole cost, promptly comply with all Applicable Laws, including Environmental Requirements, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the Premises.

i. Compliance with Master Agreement – As of the Execution Date, County is not in default of any of the provisions of the Master Agreement.

j. Successors – Subject to **Section 30**, all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

k. No Third Party Beneficiaries – This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.

l. Covenants and Conditions – Each provision of this Agreement performable by Lessee shall be deemed both a covenant and a condition.

m. Modification – This Agreement may be modified or amended only by a written document signed by both Parties.

n. Authorization – Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

o. Construction – The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

p. Recitals – Each of the recitals is incorporated in this Agreement by reference as if fully set forth in this Agreement at length, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

q. Captions – Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

r. Exhibits – All exhibits attached to this Agreement are incorporated into this Agreement by reference.

s. Time of Essence – Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

The remainder of this page has been intentionally left blank.

The Parties have executed this Agreement on the Execution Date.

APPROVED AS TO CONTENT:

Public Works Department

By _____
Joshua Champlin, Director

County Administrative Office

By _____
Katrina Slayton, Deputy Chief
General Services Officer

APPROVED AS TO FORM:

Office of County Counsel

By _____
Brian Van Wyk, Deputy

COUNTY OF KERN

By _____
Michelle Burns-Lusich,
Chief General Services Officer
"County"

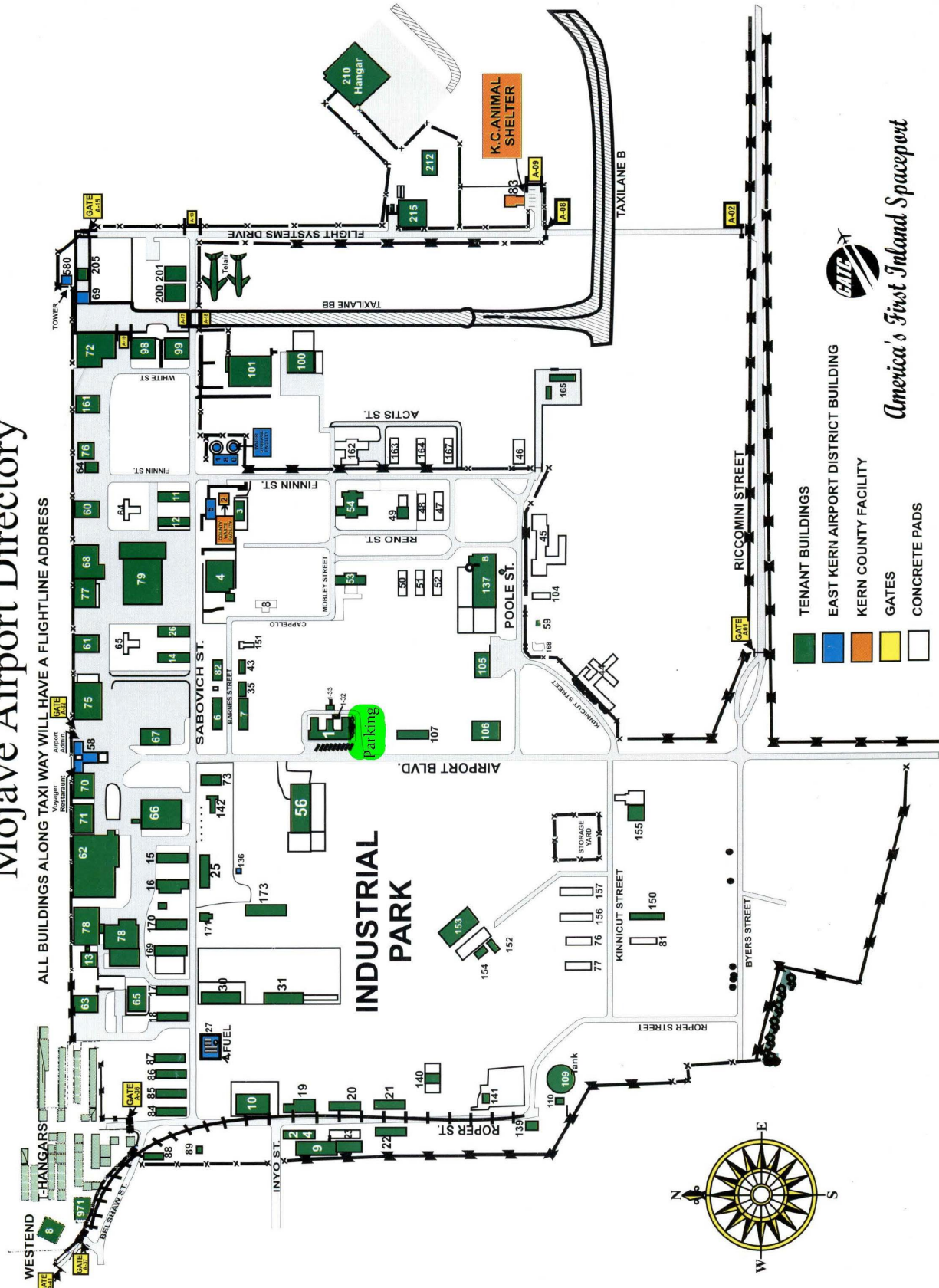
_____, a _____

By _____

"Lessee"

Mojave Airport Directory

ALL BUILDINGS ALONG TAXI WAY WILL HAVE A FLIGHTLINE ADDRESS



CAIC

America's First Inland Spaceport

- TENANT BUILDINGS
- EAST KERN AIRPORT DISTRICT BUILDING
- KERN COUNTY FACILITY
- GATES
- CONCRETE PADS

www.mojaveairport.com / 661-824-2433 / After Hours: 661-824-4324 (Tower/Security)

**B) EXHIBIT “BB” –
Environmental
Terms**

Definition of Environmental Terms

For the purpose of this Agreement, the following terms and words shall have the meaning given below:

1. Environmental Requirements. All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items of any governmental agency, department, commission, board, bureau, or instrumentality of the United States of America, California, or its political or municipal subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human life or the environment.

2. Hazardous Materials. All flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous waste, toxic substances or related materials, petroleum products, and any substances declared to be hazardous or toxic under any present or future Environmental Requirements or which requires investigation or remediation under any present or future federal, state, or local law, statute, regulation, environmental requirement, order, or rule.

**c) EXHIBIT “CC” –
Consent of Owner**

See attached Consent of Sublease

DRAFT

Exhibit E

THIRD PARTY CONTRACT CLAUSES

**Federal Transit Administration and
California Department of Transportation Required Provisions**

1. Source of Funding:

This contract entered _____ between _____
on _____ (DATE) _____ (AWARDING AGENCY)
and _____ (CONTRACTOR) _____ for _____

(PROJECT)
is being funded with the following fund source(s) and amounts:

FUND SOURCE	AMOUNT

Parties referenced in the following clauses are defined as:

“AWARDING AGENCY” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the AWARDING AGENCY’s federally-supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the AWARDING AGENCY to provide goods or services directly to the AWARDING AGENCY for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the AWARDING AGENCY for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the AWARDING AGENCY's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. AWARDING AGENCY Approval of Subagreements. The AWARDING AGENCY shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the AWARDING AGENCY. Any proposed amendments or modifications to such Subagreements must be approved by the AWARDING AGENCY prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The AWARDING AGENCY, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's

Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AWARDING AGENCY or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the AWARDING AGENCY of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the AWARDING AGENCY shall:
 - 1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 - 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the AWARDING AGENCY or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the AWARDING AGENCY to enter into such litigation to protect the interest of the AWARDING AGENCY, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.
- G. Section 504 and Americans with Disabilities Act Program Requirements
The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the

preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AWARDING AGENCY requests which would cause the AWARDING AGENCY to be in violation of the FTA terms and conditions.

Prohibition on certain telecommunications and video surveillance services or equipment.

AWARDING AGENCY is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the AWARDING AGENCY that would cause the AWARDING AGENCY to be in violation of the prohibition contained in the Act.

Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

Safe Operation of Motor Vehicles

- A. Seat Belt Use. The CONTRACTOR agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented

vehicles, or personally operated vehicles; and (2) Including a “Seat Belt Use” provision in each sub agreement related to the Award.

- B. Distracted Driving, Including Text Messaging While Driving. The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
1. Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the AWARDING AGENCY owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
 2. Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 3. Extension of Provision. The CONTRACTOR agrees to include the preceding Safe Operation of Motor Vehicles from this AGREEMENT in its sub agreements and at each tier supported with federal assistance, and encourage compliance with this provision.

Awards Exceeding \$10,000.00

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the AWARDING AGENCY’s best interest, the AWARDING AGENCY reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AWARDING AGENCY. If the CONTRACTOR has any property in its possession belonging to the AWARDING AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AWARDING AGENCY directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AWARDING AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AWARDING AGENCY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the AWARDING AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the AWARDING AGENCY and the CONTRACTOR agree that its continuation would not produce beneficial results

commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

Awards Exceeding \$25,000.00

Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that AWARDING AGENCY and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

Legal Matters Concerning a Covered Transaction

- A. If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the AWARDING AGENCY must promptly notify the STATE. The AWARDING AGENCY must include a similar notification requirement in its Third Party Agreements and must require each CONTRACTOR to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or STATE as a party to litigation or a legal disagreement in any forum for any reason.
 2. Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal or STATE Government’s administration or enforcement of federal laws, regulations, and requirements.
 3. The AWARDING AGENCY must promptly notify the STATE, if the AWARDING AGENCY has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as

fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AWARDING AGENCY and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of the AWARDING AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the AWARDING AGENCY, including divisions tasked with law enforcement or investigatory functions.

Awards Exceeding \$100,000.00

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The AWARDING AGENCY and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the AWARDING AGENCY Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The AWARDING AGENCY Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (XX) working days to the AWARDING AGENCY’s Executive Director or his/her designee. If the CONTRACTOR’S challenge is not made within the ten (XX) day period, the AWARDING AGENCY Representative’s decision shall become the final decision of the AWARDING AGENCY. The AWARDING AGENCY and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the AWARDING AGENCY shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, “New Restrictions on Lobbying.” 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR’S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and

contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the AWARDING AGENCY and understands and agrees that the AWARDING AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Awards Exceeding \$150,000.00

Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$150,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

Clean Air

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

Awards with Transport of Property or Persons

U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air

carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

Awards with Transit Operations

Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver’s license, including any special operator license that may be necessary for the type of vehicle operated.

Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the AWARDING AGENCY that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any AWARDING AGENCY at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected AWARDING AGENCY at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The follow drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed:

Drug and Alcohol Testing

Option 1

The CONTRACTOR agrees to:

Participate in the AWARDING AGENCY's drug and alcohol program established in compliance with 49 CFR Part 655.

Drug and Alcohol Testing

Option 2

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the AWARDING AGENCY to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date) to (insert title and address of person responsible for receiving information). To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing

Option 3

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the AWARDING AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date) to (insert title and address of person responsible for receiving information). To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The CONTRACTOR agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the AWARDING AGENCY wishes the contractor to use) as its policy statement as required under 49 CFR Part 655; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to

implement its drug and alcohol testing program. In addition, the CONTRACTOR agrees to: (to be determined by the AWARDING AGENCY, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

Awards with Rolling Stock

Bus Testing

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5318(e), 5323(c), and the FTA regulations, “Bus Testing,” 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the AWARDING AGENCY.

Pre-Award and Post Delivery Audit

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(l), 5323(m), and the FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, and any revision thereto.

Awards with Planning, Research, Development, and Documentation Projects

Patent Rights & Rights in Data and Copyrights (Research or Data Development Only)

In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONTRACTOR must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental, or research work. The AWARDING AGENCY reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others.

Miscellaneous Special Requirements

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, “FTA National ITS Architecture Policy on Transit projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the AWARDING AGENCY, the termination of this contract by the AWARDING AGENCY, or such other remedy the STATE or AWARDING AGENCY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

AWARDING AGENCY shall notify the CALTRANS DBELO in the event the AWARDING AGENCY finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 0%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The AWARDING AGENCY must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the AWARDING AGENCY's prior written consent and concurrence from the CALTRANS DBELO. The AWARDING AGENCY may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the AWARDING AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The AWARDING AGENCY shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

Prompt Payment and Return of Retainage

- A. The AWARDING AGENCY shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the AWARDING AGENCY.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the AWARDING AGENCY. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations “Safety and Health Regulation for Construction” 29 CFR Part 1926.
- B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

Awards with Construction Activities

Third Party Construction or Facility Improvement Contracts

- A. Davis Bacon Act (>\$2,000.00). In accordance with requirements of 49 U.S.C. Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.
- B. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included: Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price; performance bond on the part of the CONTRACTOR for 100 (100%) percent of the contract price; and payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars or, (2) 40% of the contract price if the contract price is more than \$1 million
- C. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 U.S.C. Section 874, Copeland “Anti-Kickback” Act, 29 CFR Part 3, the “CONTRACTOR and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States,” the CONTRACTOR and subcontractor are prohibited from including, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

Seismic Safety

The CONTRACTOR agrees 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. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subagreements is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

NOTICE TO BIDDERS/PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
AND
DBE PARTICIPATION

The U.S. Department of Transportation (US DOT) issued an Interim Final Rule (IFR), effective October 3, 2025, which significantly alters the Disadvantaged Business Enterprise (DBE) program requirements, including a temporary suspension of setting contract goals, counting DBE participation toward contract or overall goals, Commercially Useful Function (CUF) Reviews and Good Faith Effort (GFE) evaluations. The overall DBE program remains in place, but with revised requirements and a mandatory reevaluation process for all currently certified firms.

The IFR removes race- and sex-based presumptions for DBE eligibility, requiring individualized proof of disadvantage and causing states to pause enforcement of DBE goals until all certified firms are reevaluated. Bidders must document their efforts under the new framework, and agencies will likely adjust contract-specific requirements and guidance accordingly. The use of Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) is encouraged.

On October 24, 2025, and again on December 1, 2025, US DOT issued additional guidance to the IFR in the form of Frequently Asked Questions (FAQ) documents.

- IFR released on October 3, 2025, is on the Federal Register website located at: <https://www.federalregister.gov/documents/2025/10/03/2025-19460/disadvantaged-business-enterprise-program-and-disadvantaged-business-enterprise-in-airport>
- IFR FAQ dated October 24, 2025, is located at: <https://www.transportation.gov/mission/civil-rights/disadvantaged-business-enterprise/dbe-faqs>
- IFR FAQ dated December 1, 2025, is located at: <https://www.transportation.gov/mission/civil-rights/disadvantaged-business-enterprise/dbe-ifr-faqs-updated-12-1-2025>

The attached Kform15drmt, Instructions for Bidders must be included with the solicitation. The subsequent forms must be submitted with the bid, cost proposal, price and/or rate schedule by the bid due date and time as indicated in the solicitation:

- Bidders List
 - Under the U.S. DOT's recent Interim Final Rule (IFR) from October 2025, subrecipients still collect bidders list information, but the **race and sex data for majority owners of DBEs and non-DBEs is removed**, shifting focus to individualized proof of social and economic disadvantage, meaning recipients can't count participation toward goals until reevaluation, and general DBE goals are suspended during the transition period.
- Exhibit 9-P: PROMPT PAYMENT CERTIFICATION
 - Per 49 CFR 26.29(d), the agency is required to stipulate the monitoring and enforcement mechanisms in the contract to ensure that all subcontractors, including DBEs, are promptly paid. These mechanisms may include appropriate penalties for failure to comply with the terms and conditions of the contract. The mechanisms

Exhibit F

may also provide that any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval.

- This is required to be submitted to Office of Transit Grants and Contracts every semi annually October 10th for period April 1 – September 30 and April 10th for the period October 1 – March 31.
- Email the Exhibit 9-P to ftadbegoal@dot.ca.gov
- ADM-0227f: DBE Information Participation (optional)
 - Only if the Bidder includes a DBE firm

Please read this Notice and Attachments very carefully as bidder/proposer is responsible to ensure bid submittal documents are complete and accurate.

A) AUTHORITY AND BIDDER'S RESPONSIBILITY

This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Bidders/Proposers (bidder) should be fully informed of the requirements of the regulations and Caltrans's DBE Program developed pursuant to the regulations. State of California, Department of Transportation (Caltrans) Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, are encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Bidder **may** ensure that DBE firms have an opportunity to participate in the performance of this solicitation and shall take all necessary and reasonable steps for this assurance.

Terms as used in this document:

- 'Caltrans' means 'State of California, Department of Transportation'
- 'Awarding Agency' means the agency that let the contract and subrecipient of Caltrans
- 'Agreement' also means 'Contract'
- 'Bidder' also means 'proposer' or 'offeror'
- 'Work Codes' indicate the types of work DBE firms are certified to perform

It is the bidder's responsibility to verify DBE certifications.

B) DBE CERTIFICATION REQUIREMENTS

Under recent USDOT interim rules (effective late 2025), Unified Certification Programs (UCPs) **must revalidate all currently certified Disadvantaged Business Enterprise (DBE) firms**, requiring them to prove individualized social and economic disadvantage, moving away from past race/sex presumptions, with firms needing to submit personal narratives and meet new standards to maintain certification.

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR 26 and Caltrans' DBE Program developed pursuant to the regulations. Particular attention is directed to the following:

1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act **and** certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll-free number 1-866-810-6346 for assistance.
3. Access the CUCP database from the Department of Transportation, Office of Civil Rights (OCR) website at: <https://caltrans.dbesystem.com/>.

Resources to Obtain a List of Certified DBEs for Caltrans Solicitations

Attachment B

Contractors bidding on Caltrans solicitations with a contract goal for DBE participation may contact the DBE supportive services consultant or obtain lists of certified DBEs from the CUCP database referenced above.

Office of Civil Rights [DBE Supportive Services Branch](#)

NAICS Work Codes and Work Descriptions

The North American Industry Classification System (NAICS) work codes are used to identify the type of work performed by DBEs. You will need to have the NAICS work code numbers before querying. The United States (US) Census Bureau has developed cross-references from Standard Industrial Classification (SIC) codes to the NAICS codes. Please visit the US Census Bureau website for more information concerning work areas related to NAICS 237310 Highway, Street, and Bridge Construction, at the following location: <https://www.census.gov/naics/>.

How to Obtain a Quarterly List of Certified DBEs without Internet Access

If you do not have Internet access, Caltrans also publishes a quarterly directory of certified DBE firms extracted from the online database. A copy of the quarterly directory of certified DBEs may be ordered from the Caltrans [Division of Procurement and Contracts](#)/Material and Distribution Branch/Publication Unit by calling (916) 227-6000.

4. Bidder under the current 2025 DBE Interim Final Rule (IFR) must adhere to the updated participation requirements. This is achieved by:
 - a. Meeting any applicable contract goals by documenting commitments from DBE firms that have been successfully recertified under the new IFR individualized disadvantage standards.
 - b. In instances where a goal is not fully met, or if current IFR guidance has temporarily suspended goal setting for the specific project, the bidder must instead provide exhaustive documentation of an adequate Good Faith Effort (GFE) to engage qualified DBE firms.
5. A recertified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of materials or supplies, or as a trucking company.
6. A recertified DBE bidder—submitting independently and not as a joint venture with a non-DBE—must provide documentation for one or more of the following:
 - a. Self-Performance: The bidder will satisfy the contract goal using its own resources and forces.
 - b. DBE Utilization: The bidder will meet the DBE participation goal through work performed by other certified DBE subcontractors, suppliers, or trucking companies.
 - c. Individualized Good Faith Efforts (GFE): Prior to bidding, the bidder made adequate Good Faith Efforts to meet the goal, supported by an individualized personal narrative and financial documentation that demonstrates social and economic disadvantage without relying on race or sex.
7. A DBE joint venture partner must be responsible for specific Agreement items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces.
8. The DBE joint venture partner must share in the capital contributions, control, management, risks, and profits of the joint venture. The DBE joint venture must attach and submit the joint venture agreement with the ADM 0227F.
9. A DBE should perform a Commercially Useful Function (CUF), pursuant to 49 CFR 26, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for material and supplies to be used on the Agreement

Attachment B

for negotiating price, determining quality, and quantity, installing (where applicable), and paying for the material itself.

10. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in its bid/proposal, and all DBE subcontractors must be listed in the bid/cost proposal list of subcontractors.
11. Any dollar amount of work, service, or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
12. A prime contractor who is a recertified DBE is eligible to claim all of the work in the Agreement toward the goal, except that portion of the work to be performed by non-DBE subcontractors.

C) CREDIT: MATERIAL – SUPPLIES – TRUCKING COMPANIES

A. CREDIT FOR MATERIALS OR SUPPLIES PURCHASED FROM DBEs WILL BE AS FOLLOWS:

1. If the material or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the material or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
3. If the material or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the material or supplies will count toward the DBE goal.
4. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the material, supplies, articles, or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products.
6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
8. Credit for material or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the material and supplies or fees or transportation charges for the delivery of material or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materials or supplies is not counted toward the DBE goal in this instance.

Important 2026 Compliance Notes

- Credit is determined case-by-case to ensure the DBE performs a Commercially Useful Function (CUF).

Attachment B

- DBE participation is counted only if the firm is recertified under the new individualized social and economic disadvantage standards, effective October 2025.
- Participation is not counted until the amount has been paid to the DBE.

B. CREDIT FOR DBE TRUCKING COMPANIES WILL BE AS FOLLOWS:

As of 2026, U.S. Department of Transportation (DOT) rules for crediting DBE trucking companies are primarily governed by **49 CFR § 26.55(d)**. While a major **Interim Final Rule (IFR)** effective October 3, 2025, overhauled certification standards to require individualized proof of disadvantage, the specific operational rules for counting trucking participation remain as follows:

Credit rules for DBE trucking companies are detailed in [eCFR website](#). To be eligible for credit, a DBE trucking company must perform a commercially useful function (CUF), which includes managing and supervising the operation and owning or operating at least one truck used on the project.

Credit is calculated based on truck ownership and drivers. Full credit (100%) is given for services using trucks the DBE owns and operates with its employees, or trucks leased from another certified DBE. For trucks leased from a non-DBE, full credit applies only up to the value of services from DBE-owned or DBE-leased trucks on the same contract; additional non-DBE trucks are credited only for fees or commissions. If a DBE leases trucks from a non-DBE company but uses its own drivers, 100% credit is received for those services.

Regarding compliance for 2026, all currently certified DBEs must be reevaluated under the 2025 IFR for their participation to count. Lease agreements must provide the DBE with exclusive use and priority for the truck, and leased trucks must display the DBE's information. Participation is only counted after the contractor pays the DBE.

D) USE AND/OR TERMINATION OF PROPOSED DBEs

If awarded the Agreement, the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal.

The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval by the Awarding Agency Contract Manager and concurred by Caltrans and only as allowable as specified in the Agreement. This includes work that a prime contractor can perform with its own forces, or with a non-DBE firm, or another DBE firm.

Prior to the termination request, the prime contractor must notify the DBE, in writing, of the intent to terminate allowing for five days of response time in opposition of the rejection.

Rules for using and terminating Disadvantaged Business Enterprises (DBEs) focus on ensuring they perform commercially useful functions, requiring prime contractors to get agency approval for termination, demonstrate "good cause" (not just convenience or non-union status), make good faith efforts to find replacements, and follow prompt payment rules, all under recent U.S. DOT changes removing race/gender presumptions for individualized proof of disadvantage.

Rules for Using Proposed DBEs

- **Commercially Useful Function (CUF)**: A DBE must perform, manage, and supervise a distinct scope of work, providing its own labor, tools, and supervision.

Attachment B

- **DBE Certification**: Firms must be currently certified and maintain eligibility, including submitting annual affidavits.
- **Good Faith Efforts**: Contractors must document efforts to find and use DBEs to meet project goals, including finding a replacement DBE if one is terminated.
- **Prompt Payment**: Primes must pay DBE subs promptly after satisfactory completion of their work.
- **Individualized Proof**: Under new DOT rules (effective Oct 2025), disadvantage is based on individual proof, not race/gender presumptions, with a \$750k personal net worth cap.

Rules for Terminating Proposed DBEs

- **Prior Written Consent**: A prime contractor can't terminate a listed DBE without the recipient agency's written consent.
- **Good Cause Required**: Termination is only allowed for "good cause," defined by DOT regulations, such as the DBE losing certification or failing to perform.
- **No Convenience Terminations**: Primes can't terminate a DBE for convenience and then use their own forces.
- **Notice to DBE**: The prime must notify the DBE of the intent to terminate and the reason, giving the DBE 5 days to respond.
- **Finding a Replacement**: If a termination is approved, the prime must make good faith efforts to find another certified DBE to perform the work and meet the goal, submitting a new DBE utilization plan.
- **Consequences of Non-Compliance**: Failure to comply can lead to payment stops, fines, or termination for default.

Recent Key Changes (2025)

- **Race/Gender Presumptions Eliminated**: The October 2025 interim final rule removed race and gender as automatic factors for disadvantage, requiring individualized proof.
- **"DBE-Based" & "DBE-Neutral"**: Terms replaced "race-based" and "race-neutral" to focus on meeting goals through any means, not just race-conscious ones.

E) AWARD

Award of the Agreement will be in accordance with the respective solicitation. The bidder awarded the Agreement shall be responsible for implementing the applicable requirements of 49 CFR 26 in performance of the Agreement.

The bidder awarded the Agreement shall complete and submit the Bidders List.

CALIFORNIA LABOR CODE DECLARATION

California Labor Code section 1072 states, “(a) A bidder shall declare as part of the bid for a service contract whether or not he or she will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days. (b) An awarding authority letting a service contract out to bid shall give a 10 percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor pursuant to subdivision (a). (c) (1) If the awarding authority announces that it intends to let a service contract out to bid, the existing service contractor, within a reasonable time, shall provide to the awarding authority the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees. In addition, the existing service contractor shall make this information available to any entity that the awarding authority has identified as a bona fide bidder. This information shall be made available to each bona fide bidder in writing at least 30 days before bids for the service contract are due, whether by inclusion of the information in the request for bids or otherwise. If the successor service contract is awarded to a new contractor, the existing contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor contractor. The duties imposed by this subdivision shall be contained in all service contracts. (2.) A successor contractor or subcontractor who agrees to retain employees pursuant to subdivision (a) shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee’s performance or conduct while working under the prior contract or the employee’s failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor. (3.) The successor contractor or subcontractor shall make a written offer of employment to each employee to be retained pursuant to subdivision (a). That offer shall state the time within which the employee must accept that offer, but in no case less than 10 days. This section does not require the successor contractor or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor. (4.) If, at any time, the successor contractor or subcontractor determines that fewer employees are required than were required under the prior contract or subcontract, the successor contractor or subcontractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the successor contractor or subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the successor contractor or subcontractor.”

Proposer hereby acknowledges that he/she has read and fully understands the California Labor Code regarding retention of qualified employees.

Proposer’s Signature

Does your company if selected as a contractor, anticipate or plan to retain the qualified employees of the current contractor for a period of at least 90 days?

Exhibit G

_____ Yes

_____ No

Proposer's Signature

Company Name

PRICE PROPOSAL WORKSHEET

This PRICE PROPOSAL WORKSHEET is to be used to submit the Proposer’s firm fixed price proposal for all work described in the Scope of Work.

The Proposer’s price proposal comprises three elements: price per revenue hour, price of insurance per revenue hour and a fixed monthly administration price. Revenue hours price calculations will not include the following: time a vehicle is traveling between Contractor’s facilities or County’s facilities and the originating and terminating points of services; time used to fuel, maintain, repair and service vehicles; time that vehicles are out of revenue service; time used for ferrying vehicles; employee lunch or dinner breaks; designated holidays; the time that service is suspended because of climatic/road conditions deemed hazardous to vehicular travel by the California Highway Patrol, California Department of Transportation (Caltrans), County, applicable local law enforcement, or the Contractor.

The initial contract period will be for 5 years (year 1: October 1, 2026- September 30, 2031). The detailed Budget Breakdown on the second page of the PRICE PROPOSAL WORKSHEET should be consistent with the rates proposed.

PRICE PROPOSAL	Year 1 FY 26-27	Year 2 FY 27-28	Year 3 FY 28-29	Year 4 FY 29-30	Year 5 FY 30-31
Kern Regional Transit Estimated Revenue Hours	72,500 ±10 percent	72,500 ±10 percent	72,500 ±10 percent	72,500 ±10 percent	72,500 ±10 percent
Contractor Hourly Price \$/revenue hour					
Casualty and Liability Insurance \$/revenue hour					
Monthly Fixed Administration Rate \$/month					
TOTAL ANNUAL PRICE \$/fiscal year (Based on above estimated revenue hours)					

Exhibit H

BUDGET BREAKDOWN

MONTHLY FIXED RATE PRICE ELEMENTS	Year 1 FY 26-27 Average \$/month	Year 2 FY 27-28 Average \$/month	Year 3 FY 28-29 Average \$/month	Year 4 FY 29-30 Average \$/month	Year 5 FY 30-31 Average \$/month
Management/Administrative Personnel Salary and Fringes					
Dispatch/Info Staff Wages					
Dispatch/Info Staff Fringes					
Driver Wages					
Driver Fringes					
Clerical Wages					
Clerical Fringes					
Other Wages					
Other Fringes					
Hiring/Training Expenses					
Safety Expenses					
Uniforms					
Shelter/Stop Maintenance					
Bus Cleaning					
Janitorial					
Telephone					
Utilities					
Office Supplies					
Accounting					
INSURANCE					
— Liability Coverage					
— Worker's Compensation					
— Collision Comprehensive					
Performance Bond					
Building Rent/Lease					
Management Fee/Profit					
Monthly Fixed Administrative Rate					
Other Expense(s):					
TOTAL MONTHLY PRICES					

ALCOHOL AND CONTROLLED SUBSTANCE CERTIFICATION

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR 655.83,

On behalf of _____ (Contractor) I _____ (name of authorized representative) CERTIFY the following:

1. _____ (Contractor) to which these testing requirements apply, has established and implemented:

- a. An alcohol misuse testing program, and
- b. A controlled substance testing program,

2. _____ (Contractor) to which these testing requirements apply, has complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331

3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, _____ (Contractor) to which these testing requirements apply, conducts business in a State that permits marijuana use for medical or recreational purposes, _____ (Contractor) to which these testing requirements apply have complied FTA FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned _____ [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

_____, (Contractor) certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

PROTEST PROCEDURES

Pre-Proposal Protests. Direct protests concerning Kern Transit’s pre-proposal process in writing (via mail or email only) to Francisca Smith, 2700 M St. Ste 500, Bakersfield, CA 93301, email: fsmith@kerncounty.com by 5:00 pm, March 18, 2026. Francisca Smith will respond to these protests by March 23, 2026, by mail, and/or email.

Post-Proposal Protests. Direct protests concerning Kern Transit’s post-proposal process in writing (via mail only) to Francisca Smith, 2700 M St. Ste 500, Bakersfield, CA 93301, email: fsmith@kerncounty.com by 5:00 pm, April 7, 2026. Francisca Smith will respond to these protests by April 17, 2026, by mail, and/or email.

Post-Award Protests. Direct protests concerning Kern Transit post-award process in writing (via mail or email only) to Francisca Smith, 2700 M St. Bakersfield, CA 93301, email: fsmith@kerncounty.com , by 5:00 pm, April 29, 2026. Francisca Smith will respond to these protests by May 13, 2026, by mail, and/or email.

Appeals to Caltrans. Under limited circumstances, after an interested party has exhausted its administrative remedies at Kern Transit’s level, the interested party may appeal to the California Department of Transportation (Caltrans). The deadline for pre-proposal appeals to Caltrans is 5:00 pm, March 31, 2026. The deadline for post-proposal appeals to Caltrans is 5:00 pm, April 28, 2025. The deadline for post-award appeals to Caltrans is 5:00 pm, June 2, 2026.

Caltrans limits review of appeals to:

- (1) Kern Transit’s procedural failures (Subrecipient does not have protest procedures, or has not complied with its protest procedures, or has not reviewed the protest when presented an opportunity to do so.)
- (2) Violations of Federal law or regulations
- (3) Violations of State or local law or regulations

Appeals to Caltrans must:

- (1) State the name and address of the interested party.
- (2) Identify Kern Transit (Subrecipient) responsible for the RFP process.
- (3) State the grounds for appeal, with supporting documentation.
- (4) Include a copy of the protest filed with Kern Transit (Subrecipient) and a copy of Kern Transit’s (Subrecipient’s) decision.
- (5) State the relief sought from Caltrans.

Direct appeals (via mail only) to:

California Department of Transportation
Division of Local Assistance, Office of Transit Grants and Contracts, FTA Programs
Procurement Oversight

Send a copy (via mail only) of the appeal to _____ (Subrecipient).

Exhibit L – Vehicle Inventory

Bus #	Year	Make	Model	VIN	License #	Category	Purchase Date	Seating	Vehicle Type	Approx Size	Fuel Type	STATUS
B1340	2013	EL DORADO	AXESS	1N9APALGXDC084184	1396994	Heavy-Duty Large Bus	May 2013	41	bus	40'	CNG	ACTIVE
B1350	2013	EL DORADO	AXESS	1N9APALG1DC084185	1397036	Heavy-Duty Large Bus	May 2013	41	bus	40'	CNG	ACTIVE
B1351	2013	EL DORADO	AXESS	1N9APALG3DC084186	1397060	Heavy-Duty Large Bus	May 2013	41	bus	40'	CNG	ACTIVE
B1420	2014	EL DORADO	AXESS	1N9AMALG1EC084133	1436933	Heavy-Duty Large Bus	February 2014	33/2	bus	35'	CNG	ACTIVE
B1421	2014	EL DORADO	AXESS	1N9AMALG1EC084134	1436934	Heavy-Duty Large Bus	February 2014	33/2	bus	35'	CNG	ACTIVE
B1501	2015	EL DORADO	AEROTECH	1FD4E4FS7FDA25471	1473382	Medium-Duty Bus	June 2015	12w2WC or 14	cutaway	25'	gasoline	ACTIVE
B1502	2015	EL DORADO	AEROTECH	1FD4E4FS9FDA25472	1473380	Medium-Duty Bus	June 2015	12w2WC or 14	cutaway	25'	gasoline	ACTIVE
B1503	2015	EL DORADO	AEROTECH	1FD4E4FS0FDA25473	1473378	Medium-Duty Bus	June 2015	12w2WC or 14	cutaway	25'	gasoline	ACTIVE
B1504	2015	EL DORADO	AEROTECH	1FD4E4FS2FDA25474	1473383	Medium-Duty Bus	June 2015	12w2WC or 14	cutaway	25'	gasoline	ACTIVE
B1505	2015	EL DORADO	AEROTECH	1FD4E4FS4FDA25475	1473381	Medium-Duty Bus	June 2015	12w2WC or 14	cutaway	25'	gasoline	ACTIVE
B1540	2015	EL DORADO	AXCESS	1N9APACL7FC084109	1473293	Heavy-Duty Large Bus	May 2015	33w2WC or 41	bus	40'	DIESEL	ACTIVE
B1541	2015	EL DORADO	AXCESS	1N9APACL3FC084110	1473289	Heavy-Duty Large Bus	May 2015	33w2WC or 41	bus	40'	DIESEL	ACTIVE
B1542	2015	EL DORADO	AXCESS	1N9APACL5FC084111	1473222	Heavy-Duty Large Bus	May 2015	33w2WC or 41	bus	40'	DIESEL	ACTIVE
B1543	2015	EL DORADO	AXCESS	1N9APACL7FC084112	1473290	Heavy-Duty Large Bus	May 2015	33w2WC or 41	bus	40'	DIESEL	ACTIVE
B1546	2015	EL DORADO	AXCESS	1N9APACL2FC084115	1473320	Heavy-Duty Large Bus	May 2015	33w2WC or 41	bus	40'	DIESEL	ACTIVE
B1547	2015	EL DORADO	XHF	1N9HDALG1FC084116	1473292	Heavy-Duty Small Bus	May 2015	25W2wc or 31	bus	35'	CNG	ACTIVE
B1548	2015	EL DORADO	XHF	1N9HDALG3FC084117	1473291	Heavy-Duty Small Bus	May 2015	25W2wc or 31	bus	35'	CNG	ACTIVE
B1549	2015	EL DORADO	XHF	1N9HDALG5FC084118	1473321	Heavy-Duty Small Bus	May 2015	25W2wc or 31	bus	35'	CNG	ACTIVE
B1550	2015	EL DORADO	XHF	1N9HDALG7FC084119	1473322	Heavy-Duty Small Bus	May 2015	25W2wc or 31	bus	35'	CNG	ACTIVE
B1701	2017	FORD	ECOLINE E450	1FD4E4FS2HDC26634	1521050	Medium-Duty Bus	April 2017	18	cutaway	25'	gasoline	ACTIVE
B1702	2017	FORD	ECOLINE E450	1FD4E4FS1HDC26639	1521051	Medium-Duty Bus	April 2017	18	cutaway	25'	gasoline	ACTIVE
B1747	2017	EL DORADO	AXESS	1N9APACL8HC084140	1525379	Heavy-Duty Large Bus	August 2017	41	bus	40'	DIESEL	ACTIVE
B1748	2017	EL DORADO	AXESS	1N9APACLXHC084141	1525380	Heavy-Duty Large Bus	August 2017	41	bus	40'	DIESEL	ACTIVE
B1750	2017	EL DORADO	AXESS	1N9APACL3HC084143	1525382	Heavy-Duty Large Bus	August 2017	41	bus	40'	DIESEL	ACTIVE
B1901	2017	BYD	K9M	4B9KSLA69H2038033	1235752	Heavy-Duty Large Bus	August 2019	37	bus	40'	ELECTRIC	ACTIVE
B1902	2020	STARTRANS	PRESIDENT S2	4UZADRFD0LCLY5761	1581641	Heavy-Duty Small Bus	January 2020	24W2	cutaway	25'	diesel	ACTIVE
B1903	2020	STARTRANS	PRESIDENT S2	4UZADRFD9LCLY5760	1581640	Heavy-Duty Small Bus	January 2021	24W2	cutaway	25'	DIESEL	ACTIVE
B1904	2019	FORD	SENATOR II	1FD4E4FS5KDC39823	1581803	Medium-Duty Bus	December 2019	14w2	cutaway	25'	gasoline	ACTIVE
B1905	2019	FORD	SENATOR II	1FD4E4FS8KDC42215	1581946	Medium-Duty Bus	December 2019	14w2	cutaway	25'	gasoline	ACTIVE
B2102	2021	FORD	E450	1FD4E4FN9MDS10967	1615217	Medium-Duty Bus	March 2021	14w2	cutaway	25'	gasoline	ACTIVE
B2301	2023	EL DORADO	AXESS	1N9APALMXNC084211	1660232	Heavy-Duty Large Bus	March 2023	41	bus	40'	DIESEL	ACTIVE
B2302	2023	BYD	C10M	4B9KTHA84P2038001	1378278	Heavy-Duty Large Bus	July 2023	57	bus	45'	ELECTRIC	ACTIVE
B2401	2024	FORD	E-450	1FD4E4FN2RDD34909	1690874	Medium-Duty Bus	April 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2403	2024	FORD	E-450	1FD4E4FN3RDD34921	1718979	Medium-Duty Bus	March 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2404	2024	FORD	E-450	1FD4E4FN6RDD3472	1718977	Medium-Duty Bus	March 2024	14/2	cutaway	25'	gasoline	ACTIVE

Exhibit L – Vehicle Inventory

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B2405	2024	FORD	E-450	1FDFE4FN5RDD34869	1688019	Medium-Duty Bus	March 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2406	2024	FORD	E-450	1FDFE4FN3RDD3517	1718980	Medium-Duty Bus	March 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2407	2024	FORD	E-450	1FDFE4FN4RDD4326	1696152	Medium-Duty Bus	July 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2408	2024	FORD	E-450	1FDFE4FN8RDD4357	1699318	Medium-Duty Bus	August 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2409	2024	FORD	E-450	1FDFE4FNXRDD46130	1696153	Medium-Duty Bus	August 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2410	2024	FORD	E-450	1FDFE4FN3RDD45806	1699313	Medium-Duty Bus	July 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2411	2024	FORD	E-450	1FDFE4FN9RDD43543	1699315	Medium-Duty Bus	August 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2412	2024	FORD	E-450	1FDFE4FN2RDD45067	1695704	Medium-Duty Bus	August 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2413	2024	FORD	E-450	1FDFE4FN6RDD45864	1699314	Medium-Duty Bus	August 2024	14/2	cutaway	25'	gasoline	ACTIVE
B2414	2024	FREIGHTLINE R	ALLSTAR XL	4UZADRFD5RCVP2485	1679131	Heavy-Duty Small Bus	August 2024	24/2	cutaway	32'	DIESEL	ACTIVE
B2415	2024	FREIGHTLINE R	ALLSTAR XL	4UZADRFD3RCVP2484	1679132	Heavy-Duty Small Bus	August 2024	24/2	cutaway	32'	DIESEL	ACTIVE
B2416	2024	ENC	AXESS	1N9APALRXRC084145	1700557	Heavy-Duty Large Bus	September 2024	41	bus	40'	DIESEL	ACTIVE
B2417	2024	ENC	AXESS	1N9APALR1RC084146	1700556	Heavy-Duty Large Bus	September 2024	41	bus	40'	DIESEL	ACTIVE
B2418	2024	ENC	AXESS	1N9APALR3RC084147	1695841	Heavy-Duty Large Bus	September 2024	41	bus	40'	DIESEL	ACTIVE
B2419	2023	Braun	WAV	2C4RC1CG4PR579376	1695705	Light-Duty vans, Sedans, or Buses	August 2024	6	van	van	gasoline	ACTIVE
B2501	2025	FORD	E-450	1FDFE4FNXSDD25719	1718702	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2502	2025	FORD	E-450	1FDFE4FN0SDD25597	1720337	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2503	2025	FORD	E-450	1FDFE4FN3SDD25500	1718079	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2504	2025	FORD	E-450	1FDFE4FN7SDD25922	1718078	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2505	2025	FORD	E-450	1FDFE4FN9SDD25582	1718705	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2506	2025	FORD	E-450	1FDFE4FN1SDD24717	1718083	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2507	2025	FORD	E-450	1FDFE4FN4SDD25828	1718704	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2508	2025	FORD	E-450	1FCFE4FNXSDD24649	1718703	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2509	2025	FORD	E-450	1FDFE4FN8SDD25525	1718700	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2510	2025	FORD	E-450	1FDFE4FN7SDD25791	1718707	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2511	2025	FORD	E-450	1FDFE4FN8SDD25752	1718080	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2512	2025	FORD	E-450	1FDFE4FN9SDD25646	1718082	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2513	2025	FORD	E-450	1FDFE4FN9SDD25	171808	Medium-Duty Bus	March	14/2	cutaw	25'	gasolin	ACTIV

Exhibit L – Vehicle Inventory

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B2514	2025	FORD	E-450	1FDFE4FN1SDD26225	1718706	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2515	2025	FORD	E-450	1FDFE4FN9SDD25601	1718077	Medium-Duty Bus	March 2025	14/2	cutaway	25'	gasoline	ACTIVE
B2XXX	2026	NEW FLYER	XN-40	DELIVERY ~ JULY 2026		Heavy-Duty Large Bus	DELIVERY ~ JULY 2026	33w2WC or 41	bus	40'	CNG	FUTURE
B2XXX	2026	NEW FLYER	XN-40	DELIVERY ~ JULY 2026		Heavy-Duty Large Bus	DELIVERY ~ JULY 2026	33w2WC or 41	bus	40'	CNG	FUTURE
B2XXX	2026	NEW FLYER	XN-40	DELIVERY ~ JULY 2026		Heavy-Duty Large Bus	DELIVERY ~ JULY 2026	33w2WC or 41	bus	40'	CNG	FUTURE
B2XXX	2026	NEW FLYER	XN-40	DELIVERY ~ JULY 2026		Heavy-Duty Small Bus	DELIVERY ~ JULY 2026	33w2WC or 41	bus	40'	CNG	FUTURE
B2XXX	2026	NEW FLYER	XN-40	DELIVERY ~ JULY 2026		Heavy-Duty Small Bus	DELIVERY ~ JULY 2026	33w2WC or 41	bus	40'	CNG	FUTURE
B2XXX	2026	NEW FLYER	XD-40	DELIVERY ~ AUG 2026		Heavy-Duty Large Bus	DELIVERY ~ AUG 2026	33w2WC or 41	bus	40'	DIESEL	FUTURE
B2XXX	2026	NEW FLYER	XD-40	DELIVERY ~ AUG 2026		Heavy-Duty Large Bus	DELIVERY ~ AUG 2026	33w2WC or 41	bus	40'	DIESEL	FUTURE
B2XXX	2026	NEW FLYER	XD-40	DELIVERY ~ AUG 2026		Heavy-Duty Large Bus	DELIVERY ~ AUG 2026	33w2WC or 41	bus	40'	DIESEL	FUTURE
B2XXX	2026	NEW FLYER	XD-40	DELIVERY ~ AUG 2026		Heavy-Duty Large Bus	DELIVERY ~ AUG 2026	33w2WC or 41	bus	40'	DIESEL	FUTURE
B2XXX	2026	ENC	AXESS 40	DELIVERY ~NOV 2026		Heavy-Duty Large Bus	DELIVERY ~NOV 2026	33w2WC or 41	bus	40'	DIESEL	FUTURE

Exhibit M

Exhibit M										
SYSTEM STATISTICS										
FISCAL YEAR	2020-2021		2021-2022		2022-2023		2023-2024		2024-2025	
	FR	DAR	FR	DAR	FR	DAR	FR	DAR	FR	DAR
	110,636	44,391	133,988	42,757	155,105	36,741	193,871	40,437	228,825	50,242
RIDERSHIP	42,792	28,216	47,102	28,928	42,900	30,111	42,271	29,846	41,548	31,008
REVENUE HOURS	1,393,534	238,439	1,787,643	201,947	1,667,420	197,883	1,694,018	161,285	1,649,906	196,654
REVENUE MILES										
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
FARE COLLECTION	252,899	59,831	303,821	52,502	411,066	56,478	604,601	65,817	673,813	70,056

The following Special Program(s) are applicable to this RFP.

Disadvantaged Business Enterprises (DBE) 0 %

No minimum goal has been established for this solicitation. The DBE goal for this solicitation is race-neutral. This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) participation by Disadvantaged Business Enterprises (DBE) and Small Business Enterprises (SBE) in Department of Transportation Financial Assistance Programs, ensuring non-discriminatory practices on all of its contracts; however, 49 CFR 26 does not allow good faith efforts requirements to be required on race-neutral contracts. The contractor is not required to submit any documentation for DBE participation. DBE Utilization is voluntary. If using a DBE (or you are a DBE), then submit the DBE Utilization Plan upon execution, which will be used to monitor race-neutral activities. We encourage actively seeking and utilizing DBEs that are ready, willing, and able to perform work.

It is the Bidder's/Proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification Program (CUCP), go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

Under 49 CFR § 26.11, recipients must create a "bidders list" with specific information about all Disadvantaged Business Enterprise (DBE) and non-DBE firms that bid on federally assisted contracts.

(2) The following bidders list information about all DBEs and non-DBEs who bid as prime contractors and subcontractors on this federally assisted contract:

- (i) Firm name;
- (ii) Firm address including ZIP code;
- (iii) Firm's status as a DBE or non-DBE;
- (iv) Race and gender information for the firm's majority owner;
- (v) NAICS code applicable to each scope of work the firm sought to perform in its bid;
- (vi) Age of the firm; and
- (vii) The annual gross receipts of the firm. You may disclose this information by indicating into what gross receipts bracket they fit (e.g., less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.).

EXHIBIT 9-P: PROMPT PAYMENT CERTIFICATION

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

1. CONTRACT INFORMATION

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt (\$)	(6) Total DBE Commitment Amt (\$)	(7) DBE Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (MM/YYYY)

2. PAYMENT INFORMATION

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment (\$)	(16) Amount Paid To Sub to Date (\$)	(17) Total Committed to This Subcontractor (\$)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of incremental Retainage *
Totals					\$0.00	\$0.00	\$0.00			

List all first-tier subcontractors/subconsultants, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

* Only reasons based on dispute on subcontractor or supplier noncompliance may be accepted.

3. CERTIFICATION

The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

(21) Prime Contractor Manager's Signature

(22) Date

(25) Prime Contractor Manager's Name

(26) Phone

Local Agency certifies that all information in this form is complete and verified.

(23) Local Agency Representative's Signature

(24) Date

(27) Local Agency Representative's Name

(28) Phone

Kern County Administrative Bulletin



Free Speech Policy

Purpose

The purpose of this Free Speech Policy is to inform all employees, employment applicants, and contractors of their constitutional rights to free speech, to petition the government for redress of grievances, to instruct representatives, and to freely associate and assemble. Unlawful discrimination based on the exercise of these rights is unacceptable and incompatible with the County's standards, as well as being a violation of the law. This Free Speech Policy also establishes the complaint and investigation procedure for alleged violations of these rights.

First Amendment Rights

Every County employee, employment applicant, and contractor has a constitutional right to free speech, to petition the government for redress of grievances, to instruct representatives, and to freely associate and assemble.¹ For simplicity, this policy shall refer to such rights as "First Amendment Rights."

Every County employee, employment applicant, and contractor shall be free from any unlawful discrimination or retaliation by the County of Kern for exercising their First Amendment Rights while employed, while seeking employment, or while doing or seeking to do business for or with the County.

Free Speech Policy

The County of Kern remains committed to creating a professional environment in which the First Amendment Rights of all County employees, employment applicants, and contractors are protected.

It is a violation of the Constitutions of the United States and California for the County to unlawfully discriminate against County employees, employment applicants, or contractors because they exercised their First Amendment Rights.

Every County employee, and other person acting on behalf of the County, including members of the Board of Supervisors, is prohibited from unlawfully discriminating against, harassing, or retaliating against an employee, employment applicant, or contractor because the employee, employment applicant, or contractor exercised their First Amendment Rights, or because they filed a complaint or participated in an investigation under this Free Speech Policy.

All County employees and other persons acting on behalf of the County, including members of the Board of Supervisors, shall uphold and abide by this Free Speech Policy by cooperating fully in any investigation of a complaint of unlawful discrimination, harassment, or retaliation under this Free Speech Policy.

1. California Constitution, article I, sections 2(a) and 3(a); U.S. Constitution, amend. I.

Persons in positions of authority, including managers and supervisors, shall act immediately on potential violations of this Free Speech Policy. They are responsible for knowing and enforcing this Policy and creating and maintaining a workplace free of discrimination, harassment, and retaliation, and should address potential problems before they become serious.

This Free Speech Policy applies at every level of the County and to every aspect of the workplace environment, including but not limited to, County events that occur outside of the physical workplace.

This Free Speech Policy shall be posted on the Kern County websites and in designated physical locations, and shall be attached to all County-issued Requests for Proposals (RFPs) and other solicitations for contract or grant proposals, County contracting forms and templates, and relevant notices to employees, employment applicants, and contractors.

Examples of unlawful discrimination:

- A department head recommends that a contract not be renewed because the contractor is politically active, regardless of their political position.
- A supervisor declines to recommend a supervisee for a promotion, or assigns a supervisee to less favorable job duties or to a less favorable location, because of the supervisee's union activity.
- A manager gives a supervisee poor job evaluations because the manager does not agree with their supervisee's political views.
- A county decision-maker declines to award a contract to provide social services to a particular community based organization because that organization actively campaigns for a particular bill or social movement.
- A county decision maker stops communicating with a potential contractor about a contract because the contractor has threatened to file lawsuit against the County in an unrelated case.

The California and U.S. Constitutions also provide specific First Amendment protection for County elected officials and other persons acting on behalf of the County, including volunteers and interns. This policy does not address such persons' rights.

Complaint and Investigation Procedure

Each employee, employment applicant, or contractor who believes that they have experienced unlawful discrimination or harassment described in this Policy may file a written complaint setting forth the specific facts and evidence supporting the complaint with the County Complaint Coordinator (see below). Such complaints shall be promptly forwarded to the Free Speech Retained Expert (see below). The complainant shall provide all documentary evidence, names of potential witnesses, and any other information believed by the complainant to be relevant to the complaint.

The County Complaint Coordinator shall initiate a formal investigation of the allegations in the complaint, interview all witnesses to the incident giving rise to the complaint (including the complainant and the person(s) against whom the complaint is directed), and issue written findings as to the merits of the complaint and the remedies that should be implemented to resolve the complaint under existing County ordinances, policies, and procedures. The County Complaint Coordinator shall have a period of not more than 75 business days from receipt of the complaint to conduct the investigation and to issue appropriate draft findings and recommended remedies. The 75-day time period may be extended due to the unavailability of a material witness, or with the written agreement of the complainant.

The County Complaint Coordinator shall provide the draft findings and recommended remedies to the Free Speech Retained Expert for review and approval. The County Complaint Coordinator shall also provide the Free Speech Retained Expert with a copy of the complaint, all information and documentary evidence provided by the complainant, all witness interview materials and documents provided by witnesses, and all information and documentary evidence developed by the County Complaint Coordinator in conducting the investigation.

In the event that the Free Speech Retained Expert does not approve the County Complaint Coordinator's draft findings and recommended remedies, the Free Speech Retained Expert shall prepare a written explanation of the reasons for non-approval. The Free Speech Retained Expert and County Complaint Coordinator shall meet and confer to resolve any disagreement or deficiencies, and both parties shall state their positions in writing. The County Complaint Coordinator shall then take all necessary steps to correct any deficiencies and re-submit the draft findings and recommended remedies to the Free Speech Retained Expert for review and approval.

In the case of any complaints in which there is an appearance of bias, conflict of interest, or insufficient independence with regard to the handling of the complaint by the County Complaint Coordinator, the Backup Complaint Coordinator (see below) shall conduct the investigation, and the Free Speech Retained Expert shall review and approve in the same manner as any investigation conducted by the County Complaint Coordinator.

The Free Speech Retained Expert shall conduct the investigation if both the Complaint Coordinator and the Backup Complaint Coordinator are conflicted. The County shall implement the Free Speech Retained Expert's findings and remedies.

Department heads shall be responsible for ensuring that all new employees and contract staff in their department receive a copy of this policy and sign an acknowledgment which shall be retained in the employee's personnel file (or a similar file for contract staff). In addition, department heads shall ensure that, on an annual basis, each employee in their department receives a copy of this policy and that an acknowledgment of receipt is contained in each employee's personnel file.

Department heads may establish departmental policies and internal complaint procedures provided that those policies and procedures are consistent with this Policy.

Nothing in this Policy shall abrogate any legal evidentiary standards in a court of law.

Complaints Within the Scope of Civil Service Commission Rule 1810.00, et seq.

The Kern County Rules of the Civil Service Commission ("Civil Service Rules") provide a voluntary complaint procedure for some complaints that fall within the scope of this Policy. These Civil Service Rules apply to civil service employees or applicants for civil service employment complaining of unlawful discrimination, harassment, or retaliation based on religious, union, or political affiliation, or due to their participation in a government investigation.

A complainant whose complaint falls within the scope of both the Civil Service Rules and this Policy may choose to file their complaint using the procedure described in the Civil Service Rules, commencing at section 1820.00, or using the procedure otherwise described in this Policy, but not both. If a complainant invokes both procedures for the same complaint, the complainant shall be required to make a written election of which procedure they wish to have apply.

The Free Speech Retained Expert will review all such complaints consistent with the time limitations, procedure, and appellate rights set forth in Civil Service Rule 1820.00. The Free Speech Retained Expert will review and approve findings of fact and recommended remedies issued by the Equal Employment Opportunity Officer.

Under Civil Service Rule 1830.00-1830.02, either the complainant or the County may request a hearing before the Civil Service Commission. The Free Speech Retained Expert does not review the Civil Service Commission's decision for approval but will provide a report to the County and complainant regarding any comments, concerns, or recommendations related to the Commission's final decision, within 60-120 days of that decision.

County Complaint Coordinator: Sarah Harrington, Director of Diversity, Equity and Inclusion; (661) 868-3919; harringtons@kerncounty.com

Backup County Complaint Coordinator: Mercedes Perez, Human Resources Analyst; (661) 868-3915; perezmer@kerncounty.com

Free Speech Retained Expert:
Barry McDonald, (310) 506-4668; barry.mcdonald@pepperdine.edu

Apm/AB/AB-19_01-23-2024

By my signature below, I acknowledge that I have received and reviewed this Free Speech Policy (AB19) and I understand that a copy will be placed into my personnel file.

Printed Name

Employee Signature

Date

**Acknowledgement of Receipt and Understanding of the
Kern County Administrative Bulletin No. 19 Free Speech Policy**

I, the undersigned, hereby acknowledge that I have received a copy of the Kern County Administrative Bulletin No. 19 Free Speech Policy (“Free Speech Policy”).

Should I have any questions or require clarification regarding the Free Speech Policy, I understand that I can contact Sarah Gutierrez, Director of Diversity, Equity, and Inclusion, for assistance.

Contractor Information

Company: _____

Name: _____

Position: _____

Acknowledgement

Signature: _____ Date: _____