

Request for Proposals for VoIP Phone System

SOLICITATION INSTRUCTIONS

Project Summary Sheet

Project Name: VoIP Phone System

Solicitation Issuance Date: Wednesday, April 17, 2024

Project Description: The Santa Barbara Metropolitan Transit District (MTD), a California special district public transit operator, faces several challenges with its current telecommunications system based on older hardware and software technology that is no longer supported and/or too costly to maintain. To address these concerns, MTD is requesting proposals for a complete overhaul of its current telephone system, including supplying all related hardware and software, installation, and ongoing service and support. The attached *Scope of Services* details the required specifications and features to manage its 156 lines and connections with a paging system and a front door buzzer/intercom security system.

Project Locations: MTD Administration/Terminal 1 at 550 Olive Street, Santa Barbara, CA 93101, MTD Transit Center at 1020 Chapala Street Santa Barbara CA 93101, and MTD Terminal 2 at 5353 Overpass Rd, Goleta, CA 93111 (inactive, under construction)

Clarification & Change Request Deadline: Wednesday, May 1, 2024, at 10:00 AM (PDT)

Proposal Due Date/Time: Wednesday, May 15, 2024, at 10:00 AM (PDT)

Proposal Submittal Method: Electronic submittals via email to purchasing@sbmtd.gov

Interviews and Demonstrations: To be scheduled through June 10-21, 2024 (anticipated)

Contract Award Date: Wednesday, June 26, 2024 (anticipated)

Solicitation Contact: Valerie White, Purchasing Agent, (805) 883-4244, purchasing@sbmtd.gov

Other Requirements: Subject to Federal Transit Administration Contract Provisions



Request for Proposals
for
VoIP Phone System

April 17, 2024

Contact:

Valerie White, Purchasing Agent
Santa Barbara Metropolitan Transit District
550 Olive Street, Santa Barbara, CA 93101
(805) 963-3364, extension 244
vwhite@sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Request for Proposals for VoIP Phone System
SOLICITATION INSTRUCTIONS

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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
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SOLICITATION INSTRUCTIONS

1. PROJECT DESCRIPTION

The Santa Barbara Metropolitan Transit District (MTD), a California special district public transit operator, is requesting proposals to replace its outdated telecommunications system. Offerors may submit proposals for on-premise, cloud-based, or hybrid solutions. The attached *Scope of Services* details the minimum requirements.

2. PRE-SUBMITTAL ACTIVITIES

2.1 REQUESTS FOR CHANGES OR CLARIFICATIONS

All communications concerning this Request for Proposals (RFP) and the project shall be directed to the purchasing agent via e-mail to purchasing@sbmtd.gov. **Offerors may request clarification or a change to any aspect or requirement of the RFP or any addenda, and it shall be considered if received by Wednesday, May 1, 2024, at 10:00 AM local time.**

2.2 RFP MODIFICATIONS & ADDENDA

MTD reserves the right to amend this RFP through written addenda. Other than through written addenda, no other form of communication with any MTD officer, employee, or agent shall be binding upon MTD. Any addenda will be sent via e-mail to all parties known to have received the RFP and concurrently posted to MTD's website at <https://sbmtd.gov/about/doing-business/>. Failure of an Offeror to receive any addendum shall not relieve it from any obligation under the RFP as clarified or modified.

3. PROPOSAL PREPARATION & SUBMITTAL

The Offeror's proposal shall include two types of information: Offeror-prepared documents and Offeror-completed forms provided by MTD. A complete proposal includes:

- Letter of Transmittal
- Proposed Contractor Technology and Service Agreement, *if applicable*
- Company and Project Expertise
- Work Plan
- Cost Proposal
- Acknowledgement of Addenda form
- Bidder Information form
- References & Subcontractors form
- Lobbying Certification
- Noncollusion Declaration/Compensation Certification

3.1 OFFEROR-PREPARED DOCUMENTS

Letter of Transmittal – Cover letter shall be signed by an officer or representative authorized to bind the Offeror contractually and shall certify the Offeror to the following:

- Its interest and willingness to enter into a contract with MTD to provide a VoIP Phone System as described in the attached *Scope of Services*.
- Its willingness to accept the contract terms and conditions included in the attached *MTD Master Agreement* and *Federal Transit Administration Contract Provisions*.
 - If there are any contract terms that the Offeror will not accept or proposes modifications to, the specifics of such should also be addressed in the cover letter or an attachment thereto. **MTD is limited in its ability to alter the terms and will assess whether it would be able to contract with the Offeror under the Offeror's proposed contract revisions.**
 - If Offeror is seeking to replace the *MTD Master Agreement* in its entirety with their own technology and service agreement, the complete terms and conditions must be included in the proposal.
- The ability and willingness to obtain insurance meeting MTD requirements as indicated in paragraph 18 of the attached *MTD Master Agreement*.

Company and Project Expertise – Proposal shall include a company background, project overview, key personnel, and references. Please limit such information to a maximum of **five** pages.

- Provide a brief background and overview of your company, including its size, location(s), years in business, and any other information deemed appropriate to provide a general overall picture of its capabilities. Include this same information on each subcontractor MTD shall be working directly with (for example the installation team).
- Provide a brief description of the proposed system and its value proposition to its users and the IT departments that oversee the project; include diagrams if possible.
- Introduce the key personnel that will work directly with MTD and their experience with implementing the proposed telecommunication system.
- Describe at least three similar VoIP service projects recently performed. Offeror projects shall be for those work references listed on the attached *Work References* form.

Work Plan – Offeror shall provide a narrative that addresses the *Scope of Services* requirements and shows the Offeror's understanding of MTD's needs and requirements. Please limit such information to a maximum of **15** pages. At a minimum, the Work Plan shall:

- Address the system architecture, IP communication system software and hardware, scalability for future locations, and reliability (in the event of an internet disruption).
- Detail the network infrastructure requirements.
- Describe each IP telephone and the accessory equipment (such as headsets) available with the proposed system; photos and other descriptive marketing materials may be included as added exhibits and attachments.
- Explain the user features, including how emergency (911) calls are handled and how the system provides direct, equal access to services for people with disabilities as users or callers.
- Outline an implementation plan sequentially, with a proposed schedule and the activities to complete the work.

- Describe the support services and warranty, including how training will be accomplished, how repairs will be handled, and what other logistical support will be provided.

Cost Proposal—All costs must be clearly identified: Telephony Components, Engineering Services, Installation, Training, Annual Maintenance, Other. When available, equipment should be provided at a per-unit price. Indicate the validity period of the submitted proposal and, if awarded a contract, the validity span of the proposed costs and how renewals/option years will be presented.

The proposed costs must represent all matters affecting the performance of the work or the furnishing of the labor, services, software, supplies, material, or equipment called for in carrying out the project under the submitted proposal, the proposed master agreement, the *Federal Transit Administration Contract Provisions*, and the *Scope of Services*, and agrees to the terms and conditions thereof, including:

- MTD is subject to applicable California Sales Tax for Santa Barbara County which shall be identified in the proposal price.
- Any item provided shall be delivered FOB Santa Barbara to 550 Olive Street, Santa Barbara, CA 93101. Any Project freight and delivery charges shall be identified in the proposal and shall not be paid otherwise by MTD.
- The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. See attached *Federal Transit Administration Contract Provisions*, paragraph 34 for details.

3.2 MTD FORMS

Acknowledgement of Addenda – Offeror shall acknowledge either receipt of each Addendum or that there were no addenda by including in its proposal the fully completed and signed *Acknowledgement of Addenda* form.

Bidder Information – Proposal shall include the fully completed *Bidder Information* form included in this RFP package.

References & Subcontractors – Proposal shall include the *References & Subcontractors* form listing a minimum of three work references from the last five years for projects most similar in scope to MTD. Subcontractors to perform work on MTD’s project shall also be identified.

Lobbying Certification – Proposal shall include the fully completed and signed Lobbying Certification form required under federal law if the total price proposal, including option years, exceeds \$100,000.

Noncollusion Declaration/Compensation Certification – Proposal shall include the signed and dated *Noncollusion Declaration* and *Compensation Certification* forms included in this RFP package.

3.3 ELECTRONIC PROPOSAL SUBMITTAL

One electronic proposal in PDF format shall be emailed to purchasing@sbmtd.gov with the email subject line stating "VoIP Phone System Proposal." **Proposals will be accepted by MTD via email only until Wednesday, May 15, 2024, at 10:00 AM local time.** It is advisable to submit the proposal in advance of the deadline to allow for the resolution of any email delivery problems. Unless determined solely by MTD that a proposal was late due to the fault of MTD, submittals received after such time cannot be considered by MTD. There will be no public opening of proposals.

3.4 WITHDRAWAL OF PROPOSALS

An Offeror may withdraw a proposal any time prior to the submittal deadline by sending an email request from the Offeror's authorized representative. A proposal may be resubmitted by the submittal deadline.

3.5 PROPOSAL SUBMITTAL STIPULATIONS

Proposals received by MTD become the property of MTD. MTD will not pay any cost incurred by Offeror resulting from preparation or delivery of its proposal (including demonstrations). MTD reserves the sole right to review, accept, or reject proposals; or to cancel this solicitation in whole or in part if it is in MTD's best interest to do so.

4. PROPOSAL EVALUATION

4.1 PROPOSAL DEVIATIONS & COLLUSION

MTD may reject any proposal that includes unacceptable deviations or is not prepared in accordance with the instructions and requirements of this RFP. MTD reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Offerors. If there is any evidence indicating that two or more Offerors are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such offers shall be rejected and such evidence may be a cause for disqualification of the participants in any future MTD solicitations.

4.2 RESPONSIVENESS

MTD shall examine all proposals for completeness and responsiveness to the provisions of this RFP. MTD may request additional or clarifying information from an Offeror. Proposals that do not contain all required materials, information or forms, or where such materials, information or forms are substantially incomplete, may be considered non-responsive and rejected by MTD.

4.3 EVALUATION COMMITTEE

Responsive proposals from Offerors shall be subject to review by an Evaluation Committee. The purpose of the Evaluation Committee is to establish the firm that the committee believes will provide MTD with the best "value." Value for this RFP is determined by the following factors in descending order of importance: Prior Experience, Proposal Costs, Work Plan.

The Evaluation Committee will evaluate and rank proposals to determine the most qualified Offeror(s). Based upon the initial ranking, MTD's staff may either (1) determine "responsibility" (as described below) and transmit to the General Manager a recommendation of contract award to the highest ranked and responsible Offeror; or (2) recommend establishment of a competitive range. The competitive range may include all or a portion of the Offerors.

4.4 RESPONSIBILITY

When MTD determines the highest ranked Offeror or Offerors within the competitive range, MTD shall make an assessment of the Offeror's "responsibility." For purposes of this RFP, responsibility is defined as satisfactory performance in previous contracts and having the financial capacity to undertake the project. Such process will use the reference information provided in the proposal and may involve requesting additional or clarifying information from an Offeror. Proposals from any Offeror not found to be responsible shall be rejected by MTD.

4.5 INTERVIEWS & DEMONSTRATIONS

As part of the evaluation process, MTD may conduct interviews and/or seek product demonstrations with the highest ranked Offeror or Offerors the Evaluation Committee deems to be in competitive range. Such interviews and demos are for information gathering and clarification for the Evaluation Committee. MTD may conduct interviews in person or by utilizing teleconferencing and electronic means. MTD may ask for an opportunity to sample equipment. MTD reserves the right to award a contract without interviews and/or negotiations if deemed unnecessary to determine the most qualified, responsible Offeror with a fair and reasonable price proposal.

4.6 BEST AND FINAL OFFER (BAFO)

MTD may require Offerors in the competitive range to submit BAFOs, which include any modifications to the statements of qualifications, and written responses to any issues, concerns, and questions that were raised during the interviews and/or MTD's written request for BAFOs. MTD reserves the right to require a second round of BAFOs after the initial round has concluded.

4.7 FINAL EVALUATION

If MTD chooses to conduct interviews and/or request BAFO submittals, the Evaluation Committee will conduct a final round of scoring that takes into consideration information collected from interviews and/or BAFOs. Based upon the final scores, MTD staff will determine the highest ranked Offeror and report to the General Manager.

5. CONTRACT AWARD

5.1 AWARD PROCESS

If considered in MTD's best interest, the MTD General Manager will issue a notice of contingent award to the Offeror that has submitted the proposal that MTD finds provides the best value. It is anticipated that such contract will be considered by Wednesday, June 29, 2024.

5.2 CONTRACT EXECUTION

The contract will be executed as soon as practical after contract award and receipt of certificates of insurance meeting MTD requirements. The contract will include the agreed upon master agreement, the *FTA Terms and Conditions*, the *Scope of Services*, and relevant portions of the Contractor's proposal.

6. PROTEST PROCEDURES

MTD has established procurement protest procedures to ensure uniform, timely, and fair consideration of complaints received by MTD concerning its procurement activities. Such procedures are available on MTD's website at: <https://sbmtd.gov/about/doing-business/>.

End of Solicitation Instructions Text (See Attachments 1-5)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Request for Proposals for VoIP Phone System
ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges the Offeror's receipt of the following addenda to this RFP and has incorporated information or changes in said addenda within its submittal (if no addenda were received, write "None" in the first blank):

Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____

Note: It is the Offeror's responsibility to ensure it receives all addenda which are posted on the MTD website at <http://www.sbmtd.gov/about/doing-business/>.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Request for Proposals for VoIP Phone System
BIDDER INFORMATION FORM

General Information

Business Name of Bidder: _____

Business Type: Corporation (State of Incorporation: _____) Partnership
 Sole Proprietorship Other: _____

Business Federal Tax ID Number: _____

Special Business Designation (DBE, SBE, WBE, etc.): _____

Corporate Headquarters

Street Address: _____

City: _____ State: _____ Zip Code: _____

Local Office (check box at left & leave below blank if the local office is the HQ or there is no local office)

Street Address: _____

City: _____ State: _____ Zip Code: _____

Authorizing Contact (person authorized to bind the firm contractually, including change orders)

Name: _____ Title: _____

Location: HQ Local Office Other: _____

Telephone: _____ Cell: _____ E-Mail: _____

Partner Contact (if different from above)

Name: _____ Title: _____

Location: HQ Local Office Other: _____

Telephone: _____ Cell: _____ E-Mail: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Request for Proposals for VoIP Phone System
REFERENCES & SUBCONTRACTORS

Business Name of Bidder: _____

Credit Reference

Include your primary bank or a firm that you currently purchase materials or services from on credit.

Bank or Vendor Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Work References

Include at least three recent clients you have provided services or equipment similar to the project work.

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Subcontractors

Identify subcontractors that will work directly on this project, create copies of form, as needed, for additional names.

Subcontractor Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

Subcontractor Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
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LOBBYING CERTIFICATION

The undersigned 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

The 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.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Vendor

(Signer must match authorized official shown on Bidder Information form)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Request for Proposals for VoIP Phone System
NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____,
(title) (business name of bidder)

the party making the included bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, _____.
(date) (city) (state)

Authorized Official Signature

Authorized Official Name (printed)

COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposals for VoIP Phone System

SCOPE OF SERVICES

The Santa Barbara Metropolitan Transit District (MTD) is a special district transit operator created under Sections 95000, et seq. of the California Public Utilities Code. Its mission is to enhance the mobility of South Coast residents, commuters, and visitors by offering safe, appealing, equitable, environmentally responsible, and fiscally sound transit service. In support of that mission, MTD requires effective communication systems.

Contractor shall provide Voice over Internet Protocol (VoIP) phone system (on-premises (on-prem) or cloud) in accordance with this Statement of Work and submitted proposal. Internet calling may be a Primary Rate Interface (PRI) system or Fiber-optic technology. The system will replace the current, on-prem VoIP system and must be capable of meeting future needs where calls can be made or received from any location via a desktop, laptop, or smartphone, as well as the option to use traditional office phones, computer headsets, USB phones, or any given combination of devices. The system must be unified - all locations shall appear to be part of a single phone system, with extension dialing to all locations. This Project requires design, equipment, implementation, service and support.

Current Architecture and Conditions

MTD's main office and current on-prem VoIP system by ShoreTel is located at:

Terminal 1 (T1)
550 Olive Street
Santa Barbara, CA 93101

Service is also in use and shall be required at:

Transit Center
1020 Chapala Street
Santa Barbara, CA 93101

Under construction and requiring infrastructure and service in near future:

Terminal 2 (T2)
5353 Overpass Road
Goleta, CA 93111

Attached as Appendix A is a breakdown of MTD's current extensions in use at T1 and the Transit Center. T1 and Transit Center has Frontier Business Fiber Internet (2 Gig) and LAN switches.

Required Features

- Dialing Outgoing Calls
- Receiving Incoming Calls,
- Automatic Call Back
- Call Forward Busy / No Answer / All Calls
- Call Redirect
- Call Hold / Release

- Call Park / Pickup
- Call Transfer
- Call Recording
- Call Waiting
- Calling Line ID Name and Number
- Conference Calling
- Caller ID Name and Number
- Speaker Phone Capable
- Auto / Speed Dial (directory and user-entered)
- Programmable Buttons w/ paperless labels
- Intercom/Paging & Group Paging system (Management Users Only)
- Extension Dialing between Locations (Management Users Only)
- Automatic Call Distribution (ACD)
- Auto-attendant with Call Tree
- Workgroups (Call Center)
- Hunt Groups
- Custom Call Routing (CCR) extension dialing to all sites on the network
- Instant Messaging, Integrated messaging with email (Outlook), or similar proposed solution.
- Temporary call relocation to another extension (Management Users Only)
- Compatibility with Remote Handsets
- Built-in 1 GB switch to provide connectivity to the computer
- Flexible support for PoE or local power
- Soft Phone PC integration
- Shared Extension on Multiple Phones (Management Users Only)
- Bridged Call Appearances
- Music on hold (or MTD's own recorded messaging)
- Support of American Disability Act (ADA) requirements
- Blocking long distance and international calls based on user
- Electronic Fax Capability / Inbound & Outbound Fax Messaging (Management Users Only)
- Electronic Fax to Email (Management Users Only)
- Find Me/Follow Me (Forwarding to Cell Phone or Other Number) / One Number Reach Capability
- Off-Premise Extension (OPX)

Voicemail

- Access to all voicemail features from multiple locations
- Voicemail options for users without an assigned phone
- Password/Pin required for login
- Voicemail message easily set by the user from any location
- Voicemail forward as an audio attachment to Outlook Email and Storage
- Voicemail Light Indicator
- Automated attendant features

Established Systems

Additional requirements include a solution for:

- Integration with a PA system (established PA system or new)
- Integration with the installed Viking "press to talk" front door entry.

Optional Features

Proposals shall include additional features, functionality, enhancements and options that improve customer service and operations.

Management

- Remote management through a web interface with the ability to make internal changes such as the renaming of extensions, voicemail configurations and changes to the auto attendant, reset password, etc.
- Allow various levels of calling privileges such as long-distance and international calling to be programmable by extension.
- Ability to reroute to an alternative phone backup system on the failure of the system.
- Multiple levels of administrators with each having different capabilities of system access and each with a unique password.
- Call Accounting System - A Call Accounting System (CAS) - Administrator activity logging
- Call Dialing Report (CDR) for inbound, outbound and internal calls and usage reports for all types of inbound, outbound and internal calls. Specifically, detailed reports on system utilization by date, time, extensions, etc.

Emergency Services

- Call Notification to several users when 911 is dialed from any MTD location.
- Phone or text notification to select phone numbers whenever a 911 call is placed. Allow all users to call 911 to reach emergency services.
- Each and every site on the network will be able to place a 911 call that will send the correct address of the site and the handset location.

Failover/backup System

- Available 24/7
- Provide services (especially 911) in the event of a failure of the main system, to process calls as needed, either due to an emergency, power outage or capacity issues.
- May reside on-site or at an offsite data center.

Equipment

The equipment shall be new models and in current production. Reconditioned, remanufactured, or demo models will not be accepted. There should be a wall-mount option. There shall be a conference room speaker phone model. MTD is interested in integration of the proposed system with Outlook, or a similar proposed solution where users could opt to have messages only in their email inbox and not on the phone handset. MTD shall also provide for any costs necessary for licensing that may be required to achieve this.

Training

Contractor shall provide a training plan for MTD employees. The training plan will take into account the different levels of training needed for Management Users and General Users.

Coordination with MTD

All Project work shall be coordinated with MTD's Information Technology Systems Supervisor or designee.

Contractor shall provide MTD a single point of contact for all support necessary for the Project. Contractor shall be the sole authority and responsible party for this installation. If Contractor utilizes any subcontractors for any part of the system architecture, design, planning, installation or support, it should be understood that the proposer is the Prime Contractor and shall be the sole responsible party for all activities.

Contractor is expected to plan and conduct the installation of the project with minimal impact on daily operations and staff through close coordination with MTD.

Contractor shall provide documentation showing call handling and device addressing schemes, an initial inventory of equipment for each completed location including model and serial numbers of phones, switches, and routers, as well as any other relevant equipment.

System shall include security features and Contractor shall supply all local system-level passwords to MTD. Remote administration of the system must be available to MTD. Contractor shall supply all additional equipment and software needed for system programming and operation, and related training.

End of Scope of Services Text (Also See Attached Appendix A)

Appendix A

First Name	Ext	Type	Site	Trunk Group	DID	Fax
Road Supervisor Cell	172	User Extension	Headquarters			
Conf_Phone	300	User Extension	Headquarters			
Door	791	User Extension	Headquarters			
Reception	182	User Extension	Headquarters			
Reception	203	User Extension	Headquarters	MTD PRI	18058834203	
Julio	204	User Extension	Headquarters	MTD PRI	18058834204	
Pablo	206	User Extension	Headquarters	MTD PRI	18058834206	
Diana	209	User Extension	Headquarters	MTD PRI	18058834209	
Evelyn	213	User Extension	Headquarters	MTD PRI	18058834213	
Drivers Room	217	User Extension	Headquarters	MTD PRI	18058834217	
Manny	222	User Extension	Headquarters	MTD PRI	18058834222	
CopyRoom Fax	224	User Extension	Headquarters			
Accounts	225	User Extension	Headquarters	MTD PRI	18058834225	
Frank	228	User Extension	Headquarters	MTD PRI	18058834228	
Steve	229	User Extension	Headquarters	MTD PRI	18058834229	
Jerry	232	User Extension	Headquarters	MTD PRI	18058834232	
Count	234	User Extension	Headquarters	MTD PRI	18058834234	
Ryan	241	User Extension	Headquarters	MTD PRI	18058834241	
Valerie	244	User Extension	Headquarters	MTD PRI	18058834244	
Andrew	250	User Extension	Headquarters	MTD PRI	18058834250	
Mark	252	User Extension	Headquarters	MTD PRI	18058834252	
Josh	253	User Extension	Headquarters	MTD PRI	18058834253	
Dave	260	User Extension	Headquarters	MTD PRI	18058834260	
Auditorium	265	User Extension	Headquarters	MTD PRI	18058834265	
Copy Room	266	User Extension	Headquarters			
David	271	User Extension	Headquarters	MTD PRI	18058834271	
Road	272	User Extension	Headquarters	MTD PRI	18058834272	
Tony	275	User Extension	Headquarters	MTD PRI	18058834275	
Olive Dispatch	282	User Extension	Headquarters			
Olive Dispatch	283	User Extension	Headquarters			
Shop	310	User Extension	Headquarters			
Pass Sales	191	User Extension	Headquarters	MTD PRI	18058834254	
Nancy	201	User Extension	Headquarters	MTD PRI	18058834201	
Library	208	User Extension	Headquarters	MTD PRI	18058834208	
CAD Dispatch	211	User Extension	Headquarters			
Nolan	216	User Extension	Headquarters	MTD PRI	18058834216	
Hillary	218	User Extension	Headquarters	MTD PRI	18058834218	
Thais	219	User Extension	Headquarters	MTD PRI	18058834219	
Accounting	221	User Extension	Headquarters	MTD PRI	18058834221	

Cristina	223	User Extension	Headquarters	MTD PRI	18058834223	
Cherie	226	User Extension	Headquarters	MTD PRI	18058834226	
Steve	227	User Extension	Headquarters	MTD PRI	18058834227	
Mary	230	User Extension	Headquarters	MTD PRI	18058834230	
Lilly	233	User Extension	Headquarters	MTD PRI	18058834233	
Service Pit	236	User Extension	Headquarters			
Shop	237	User Extension	Headquarters			
Central Canopy	238	User Extension	Headquarters			
EV Canopy	239	User Extension	Headquarters	MTD PRI	18058834239	
Mieko	242	User Extension	Headquarters	MTD PRI	18058834242	
Juan	251	User Extension	Headquarters	MTD PRI	18058834251	
Yesenia	258	User Extension	Headquarters	MTD PRI	18058834258	
David	263	User Extension	Headquarters	MTD PRI	18058834263	
Conference Room	267	User Extension	Headquarters	MTD PRI	18058834267	
Customer	268	User Extension	Headquarters	MTD PRI	18058834268	
Staff Breakroom	270	User Extension	Headquarters			
Ivette	273	User Extension	Headquarters	MTD PRI	18058834273	
Kelly	276	User Extension	Headquarters	MTD PRI	18058834276	
Brian	284	User Extension	Headquarters	MTD PRI	18058834224	
Overhead Horn	299	User Extension	Headquarters			
CAD Dispatch	303	User Extension	Headquarters			
Manny	305	User Extension	Headquarters			
CSR 1	214	User Extension	Headquarters	MTD PRI	18058834214	
CSR 2	215	User Extension	Headquarters	MTD PRI	18058834215	
TC Supervisor	286	User Extension	Headquarters			
TC Supervisor	287	User Extension	Headquarters			
Front Door WG	277	Workgroup	Headquarters	MTD PRI	18058834277	
IT Support WG	306	Workgroup	Headquarters			
Lost and Found WG	307	Workgroup	Headquarters			
HR & Personnel MBX WG	308	Workgroup	Headquarters			
Risk & Insurance MBX WG	309	Workgroup	Headquarters			
Gen MBX WG	500	Workgroup	Headquarters			
Pass Sales MBX WG	501	Workgroup	Headquarters			
Compliments and Concerns WG	502	Workgroup	Headquarters			
Accounts Payable MBX WG	503	Workgroup	Headquarters			
Payroll MBX WG	504	Workgroup	Headquarters			
Accounting MBX WG	505	Workgroup	Headquarters			
Route & Schedule WG	731	Workgroup	Headquarters			
Detour Information WG	733	Workgroup	Headquarters			
Paging(Headquarters)	288	Paging	Headquarters			
Shop Horns	185	Paging Group	Headquarters			
All Employee Olive	198	Paging Group	Headquarters			
All Employee TC	199	Paging Group	Headquarters			
Operator HG	100	Hunt Group	Headquarters			

Reception	200	Hunt Group	Headquarters	MTD PRI	18058834200	
TVM Help Request	710	Hunt Group	Headquarters			
Accounts Payable HG	711	Hunt Group	Headquarters			
Payroll HG	712	Hunt Group	Headquarters			
HR & Personnel HG	761	Hunt Group	Headquarters			
Risk & Insurance HG	762	Hunt Group	Headquarters			
Operator Backup HG	110	Hunt Group	Headquarters			
Brian Schwarz HG	231	Hunt Group	Headquarters	MTD PRI	18058834231	
Shop HG	235	Hunt Group	Headquarters	MTD PRI	18058834235	
Olive Dispatch	243	Hunt Group	Headquarters	MTD PRI	18058834243	
Accounting HG	713	Hunt Group	Headquarters			
BOD & GM HG	781	Hunt Group	Headquarters			
Website HG	835	Hunt Group	Headquarters			
TC Supervisor	212	Hunt Group	Headquarters	MTD PRI	18058834212	
CAD Dispatch	304	Hunt Group	Headquarters			
Bus Passes HG	742	Hunt Group	Headquarters			
Lost & Found HG	770	Hunt Group	Headquarters			
Trip Plan HG	831	Hunt Group	Headquarters			
Route Detour HG	833	Hunt Group	Headquarters			
Headquarters Account Code Service	192	Local Account Code Extension	Headquarters			
Headquarters Auto-Attendant	804	Local Auto-Attendant	Headquarters			
Headquarters Voice Mail	805	Local Voice Mail Extension	Headquarters			
Headquarters Voice Mail Login	806	Local Voice Mail Login Extension	Headquarters			
Auto-Attendant	800	Auto-Attendant				
Backup Auto-Attendant	803	Backup Auto-Attendant				
Voice Mail	801	Voice Mail Extension				
Voice Mail Login	802	Voice Mail Login Extension				
Broadcast	600	Broadcast				
Account Code Service	807	Account Code Extension				
System Conference	808	System Conference Extension				
Global Conference Extension	194	Global Conference Extension				
Global Music On Hold Extension	195	Global Music on Hold Extension				
Executives	601	Distribution List	Headquarters			
Managers	602	Distribution List	Headquarters			
Staff	603	Distribution List	Headquarters			
Planning	604	Distribution List	Headquarters			
Olive Main AA (963-3364)	700	Menu	Headquarters	MTD PRI	18059633364	
Route & Schedule AA	730	Menu	Headquarters			
Fare & Pass Info AA	740	Menu	Headquarters			
Fares Message AA	741	Menu	Headquarters			
HR & Risk AA	760	Menu	Headquarters			
Other Topics AA	780	Menu	Headquarters			
Accounting AA	782	Menu	Headquarters			
Maintenance AA	783	Menu	Headquarters			

Planning AA	784	Menu	Headquarters			
Operations AA	787	Menu	Headquarters			
Hrs of Oper Message AA	732	Menu	Headquarters			
Olive Main AA-Spanish	720	Menu	Headquarters			
To Dispatcher Sup MBX AA	794	Menu	Headquarters			
Route & Schedule Span AA	830	Menu	Headquarters			
Hrs of Oper Message Span AA	832	Menu	Headquarters			
Fare Info Span AA	840	Menu	Headquarters			
Fares Message Span AA	841	Menu	Headquarters			
HR & Risk Span AA	860	Menu	Headquarters			
Other Topics Span AA	880	Menu	Headquarters			
Accounting Span AA	882	Menu	Headquarters			
Maintenance Span AA	883	Menu	Headquarters			
Planning Span AA	884	Menu	Headquarters			
Marketing Span AA	886	Menu	Headquarters			
Operations Span AA	887	Menu	Headquarters			
To SwitchBoard MBX AA	795	Menu	Headquarters			
To Dispatch Sup MBX AA	796	Menu	Headquarters			
To Brian Schwarz MBX AA	797	Menu	Headquarters			
To TC Super MBX AA	798	Menu	Headquarters			
TC Main AA (963-3366)	701	Menu	Headquarters	MTD PRI	18059633366	
TC Main AA-Spanish	703	Menu	Headquarters			
TC Span temp	899	Menu	Headquarters			
Main Span temp	898	Menu	Headquarters			
Marketing And Adverts AA	792	Menu	Headquarters			
To BOD & GM MBX AA	715	Menu	Headquarters			
Door After Hours	799	Menu	Headquarters			
Door Office Hours	809	Menu	Headquarters			
Bob						
Administration FAX						+1 (805) 962-4794
Maintenance FAX						+1 (805) 963-9571
Operations FAX						+1 (805) 963-9572
Human Resources FAX						+1 (805) 963-9573
Transit Center FAX						+1 (805) 965-8532

Disadvantaged Business Enterprises

The Santa Barbara Metropolitan Transit District (MTD) in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR, Part 26 adopted an overall goal of 2.32% for participation by Disadvantaged Business Enterprises (DBEs) on Federal Transit Administration (FTA) assisted contracts during the federal fiscal years (FY) 2022-2024.

You may qualify as a DBE if you own 51% or more of a small business and are socially/economically disadvantaged (as defined by the DOT).

If your firm is interested in becoming a certified DBE, start by visiting the California Department of Transportation (Caltrans) Office of Civil Rights website:
<https://dot.ca.gov/programs/civil-rights/dbe-certification-information>

It is MTD's policy to create a level playing field for DBEs: ensure the DBE program is narrowly tailored to applicable law, ensure that only firms that meet eligibility standards participate in the DBE program, and assist in the development of firms so they can compete successfully in the marketplace outside of the DBE program.

MTD will take every necessary and reasonable step under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of FTA assisted contracts.

Additional information and details can be found at the following sites:

Doing Business with MTD

<https://sbmtd.gov/about/doing-business/>

MTD's Final Disadvantaged Business Enterprise Goal FY22-24

[https://sbmtd.gov/wp-content/uploads/2021/07/SBMTD DBE Goal FY22-FY24 Final.pdf](https://sbmtd.gov/wp-content/uploads/2021/07/SBMTD_DB_E_Goal_FY22-FY24_Final.pdf)

California Unified Certification Program

<https://californiaucp.dbesystem.com/>

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805-963-3364 x244
vwhite@sbmtd.gov

Santa Barbara Metropolitan Transit District

VoIP Phone System

MASTER AGREEMENT with [CONTRACTOR]

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and [insert contractor name], a [insert state name] [insert business type] ("Contractor"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

WHEREAS:

- A. MTD desires to engage Contractor for the **design, equipment, installation, and implementation, with ongoing service and support for a VoIP Phone System** (the "Project");
- B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;
- C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Effect of Recitals.** The foregoing recitals are hereby made express provisions of this Agreement.
2. **FTA Provisions.** The Project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A" and incorporated herein by this reference.
3. **Public Works Provisions.** Not applicable to this agreement.
4. **Scope of Services.** MTD has heretofore issued on April 17, 2024 the scope of services contained in Request for Proposals for VoIP Phone System, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference. [if amended, may need to modify]
5. **Proposal.** Contractor has heretofore submitted on [insert date] a proposal to carry out the Project, true copies of relevant parts that are attached hereto as Exhibit "C" and incorporated herein by this reference. [modify if multiple proposals, BAFO, etc. submitted]
6. **Order of Control.** Contractor shall carry out the Project described in Exhibit "B" to this Agreement for the price quoted in Exhibit "C". All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C". [modify order & add or delete exhibits as needed]
7. **Contract Price.** Contractor shall carry out the Project for [insert price] which is in accordance with Exhibit "C". [if pricing is more complicated, may be necessary to modify language and/or refer to bid or proposal pricing documents or exhibits]
8. **Payment.** Contractor shall submit invoice to MTD upon completion of the Project. Payment from MTD shall be made to Contractor no later than thirty (30) days after acceptance by MTD (see paragraph 15) and receipt of a valid invoice, which shall be sent to: Santa Barbara MTD, Attn: Accounts Payable, AP@sbmtd.gov. [modify clause accordingly if other methods are proposed]
9. **Taxes.** MTD is exempt from the payment of Federal Excise and Transportation taxes. Unless specified otherwise in the Agreement, MTD is subject to applicable California Sales Tax for Santa Barbara County which shall have been included in the Contractor's proposal price and shall be included on the Contractor's invoice.
10. **Project Schedule.** [describe the schedule or refer to an exhibit]

11. Delivery & Freight. Unless specified otherwise in the scope of services, any item provided under this Agreement shall be delivered FOB Santa Barbara to 550 Olive Street, Santa Barbara, CA 93101. Any Project freight and delivery charges shall have been already included in the Contractor's proposal price and shall not be paid otherwise by MTD.

12. Title & Risk of Loss. The Contractor shall have title to and bear the risk of any loss of or damage to any item provided hereunder until delivered and, if applicable pursuant to this Agreement or standard industry practice, installed or otherwise set up for usage. Upon such delivery and applicable installation and setup, title shall pass from the Contractor to MTD, and the Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from the Contractor's negligence. Such passing of title shall not constitute acceptance of an item by MTD. The Contractor shall further warrant that the title to any item provided hereunder is free from all claims, encumbrances and liens.

13. Damages. All losses or damages arising from any unforeseen circumstances, either natural or artificial, which may be encountered by the Contractor during the performance of the Project under this Agreement shall be sustained solely by the Contractor. This provision shall also apply to losses or damages resulting from any act or omission not authorized by this Agreement on the part of the Contractor or any agent or person employed by the Contractor.

14. Defective, Damaged or Noncompliant Work. Any items, services, work or systems acquired pursuant to this Agreement found to be defective, damaged or non-compliant with the scope of services at the time of delivery or installation shall be replaced by the Contractor without additional cost to MTD. If the Contractor should fail to promptly comply with any order to replace or repair any defective items, services, work or systems, MTD shall have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict any warranty provisions of this Agreement or any exhibits hereto.

15. Acceptance. All items, services, work or systems to be furnished by the Contractor pursuant to this Agreement shall be subject to acceptance by MTD. MTD shall inspect such deliverables to determine acceptability no later than ten (10) calendar days after said deliverables are received and, if applicable under the Agreement or standard industry practice, installed or otherwise set up for usage. Acceptance shall occur when it is determined by MTD that all items, services, work or systems provided pursuant to this Agreement are in compliance with the scope of services or any other applicable contract documents. Upon acceptance, formal notification thereof shall be made by MTD via notice to the Contractor.

16. Warranty. The Contractor shall warrant to MTD that, for five (5) years after MTD's full acceptance of items, services, work or systems, each shall conform with the requirements hereof and be free of defects. In addition to other remedies which may be available, MTD may at its option return any non-conforming or defective items to the Contractor and/or require correction or replacement of said item when the defect is discovered, all at the Contractor's risk and expense. If MTD does not require such correction or replacement of non-conforming or defective items, the Contractor shall repay such portion of the payment specified herein or such additional amount as is equitable under the circumstances. The rights of MTD hereunder are in addition to, and not limited by, the Contractor's standard warranties. Acceptance of items, services, work or systems by MTD, or payment therefor, shall not relieve the Contractor of its obligations thereunder.

17. Changes. Any changes or modifications to this Agreement must be in writing, and agreed to by both parties.

18. Insurance.

a. Contractor's Insurance Representations to MTD.

i. It is expressly understood and agreed that the insurance coverages required herein:

A. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and

B. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance

of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

b. Conditions Affecting All Insurance Required Herein.

i. Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.

ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.

iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.

iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.

v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.

vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.

viii. Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.

ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.

x. Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.

xi. Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD's address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.

c. Commercial General Liability Insurance.

- i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
 - ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.
 - iii. Amount of Insurance. Coverage shall be provided with limits of not less than:

A. Each Occurrence Limit	\$1,000,000
B. General Aggregate Limit	\$2,000,000
C. Product-Completed Operations Aggregate Limit	\$2,000,000
D. Personal and Advertising Injury Limits	\$1,000,000
E. Fire Damage (any one fire)	\$50,000
F. Medical Expense (any one person)	\$5,000
 - iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
 - D. Primary Liability, as required in 18(b)(ix), above.
 - E. Waiver of Subrogation, as required in 18(b)(viii), above.
 - F. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD pursuant to this Agreement.
- d. Auto Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
 - ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
 - iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.
 - iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Waiver of Subrogation, as required in 18(b)(viii), above.
- e. Workers' Compensation/Employer's Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
 - ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:

A. Workers' Compensation:	Statutory limits
B. Employer's Liability:	\$1,000,000 each accident and disease.
 - iii. Required Endorsements.
 - A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - B. Waiver of Subrogation, as required in 18(b)(viii), above.
- f. Excess Liability Insurance.

- i. Coverage. Such insurance shall be excess over and be no less broad than all coverages described above and shall include a drop-down provision.
 - ii. Form. This policy shall have the same inception and expiration dates and the commercial general liability insurance required above.
 - iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.
 - g. Professional Errors & Omissions Liability Insurance.
 - i. Coverage. Such insurance shall cover claims alleged to arise out of the negligent performance of Contractor's professional services.
 - ii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000 annual aggregate.
 - h. Other Insurance. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time. [Based on proposal and MTD assessment of risk of data breaches of sensitive data like voice conversations, cybersecurity shall be required]
19. Bonding. Not applicable to this agreement.
20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".
21. Liquidated Damages. Not applicable to this agreement.
22. Infringement of Patents. Not applicable to this agreement.
23. Rights in Data. Not applicable to this agreement."
24. Indemnification. The Contractor shall, to the extent permitted by law protect, indemnify, defend, and hold MTD and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by MTD and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the acts, errors or omissions of the Contractor, including acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the MTD and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The MTD shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The MTD shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The MTD shall have the right to be represented therein by advisory counsel of its own selection at its own expense. The obligations of the Contractor under this clause shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the MTD, its officers, employees, agents or consultants, including negligence in the preparation of the Contract documents, or the giving of directions or instructions with respect to the requirements of the Contract by written order.
25. Notice. Notices in connection with this Agreement shall be made in writing and may be delivered either personally, by governmental postal service (regular, certified or registered), by private delivery service, or by email. Receipt shall be deemed to have occurred when actually made to the party or its designated agent. Such notices shall be properly addressed to the intended party as follows:

MTD:
 Jerry Estrada, General Manager
 Santa Barbara Metropolitan Transit District
 550 Olive Street
 Santa Barbara, CA 93101
 Email: jestrada@sbmtd.gov

CONTRACTOR:
 [insert authorized official name & title]
 [insert contractor name]
 [insert contractor street address]
 [insert contractor city, state & zip]
 [insert contractor email]

26. Attorney Fees and Costs. In the event of a controversy (including, but not limited to arbitration or an criminal or civil filing in a Federal Court or a court of any of the United States) between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such controversy shall be entitled to receive, in addition to such other award as the court may deem appropriate, full reimbursement for its court costs and reasonable attorney fees incurred therein.

27. Negation of Partnership. This Agreement creates a relationship between two independent contractors and does not, nor may it be interpreted to, create the relationship of joint venturers, partners, employee/employer, or any other business relationship.

28. No Assignment. This Agreement is not assignable by either party, and any attempt by either party to assign its obligations hereunder shall be void ab initio at the election of the other party, which election may be made by written notice within ten (10) days of the non-assigning party's receipt of actual knowledge of such attempted assignment. Notwithstanding the foregoing, however, at the election of the other party, the obligations and burdens of a party shall bind and apply to any permitted successor in interest or assignee of the business and/or operations of a party.

29. Partial Invalidity. In the event that any portion of this Agreement or any provision hereof shall be deemed as invalid as contrary to applicable law, the balance of this Agreement shall be enforced according to its term, and that portion found unenforceable shall be interpreted and enforced to the extent that it may be within said applicable laws.

30. Disputes. This Agreement shall be construed and all disputes arising therefrom shall be settled in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement shall be in Santa Barbara, California. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA’s National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures, including reasonable limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the Parties. The arbitration shall be held in Santa Barbara, California and the arbitrator shall apply the substantive law of California, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Prior to commencement of arbitration, emergency relief is available from any court to avoid irreparable harm. **THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES.** Prior to commencement of arbitration, however, the Parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the Parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the Parties or interfere with the availability of emergency relief.

31. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MTD, during his/her tenure or for one year thereafter, has any interest, whether contractual, non contractual, financial or otherwise, in this transaction, or in the business of a contracting party other than MTD. If

any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.

32. Compliance with Laws and Regulations. Contractor shall warrant that in the performance of work under contract to MTD that they shall comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.

33. Audit and Inspection of Records. The Contractor shall agree that all materials supplied and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining shall be subject to inspection, test, or audit by duly authorized representatives of MTD and the State of California. The Contractor agrees to maintain all required records relating to the Project for at least three years after MTD makes final payment and all other pending matters are closed.

34. Equal Employment Opportunity. For applicable terms, refer to Paragraph 24 (Civil Rights Requirements) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".

35. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and shall be deemed to supersede and cancel any and all previous representations, understandings, or agreements between MTD and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

36. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

37. Counterparts & Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a scanned and emailed signature may substitute for and have the same legal effect as the original signature.

38. Qualifications. Contractor or Contractor's representative (Contractor) certifies that Contractor is qualified to do business and is in good standing in the State of California, and that Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

SANTA BARBARA MTD

[insert contractor name]

Jerry Estrada, General Manager

[insert authorized official name & title]

Date

Date

FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

VoIP Phone System & Contractor Name

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1. **FLY AMERICA REQUIREMENTS [NOT APPLICABLE TO THIS PROJECT]**
2. **BUY AMERICA REQUIREMENTS [NOT APPLICABLE TO THIS PROJECT]**
3. **CHARTER BUS & SCHOOL BUS REQUIREMENTS [NOT APPLICABLE TO THIS PROJECT]**

4. **CARGO PREFERENCE REQUIREMENTS**

(a) The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(b) The Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.).

The Contractor agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. **SEISMIC SAFETY REQUIREMENTS [NOT APPLICABLE TO THIS PROJECT]**

6. **ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this section in all subcontracts.

7. **CLEAN WATER REQUIREMENTS**

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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000.

8. **BUS TESTING [NOT APPLICABLE TO THIS PROJECT]**

9. **PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS [NOT APPLICABLE TO THIS PROJECT]**

10. **LOBBYING**

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

(a) 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.

(b) 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, 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 (b) 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.)]

(c) The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 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, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

[Note: The Contractor shall have previously submitted to MTD a separately signed Lobbying Certification containing the above language for itself and any subcontracts exceeding \$100,000 as a condition of contract award.]

11. ACCESS TO RECORDS & REPORTS

(a) The Contractor agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) If contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to MTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

12. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement

between MTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. BONDING REQUIREMENTS [NOT APPLICABLE TO THIS PROJECT]

14. CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by 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.

The requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS [NOT APPLICABLE TO THIS PROJECT]

17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT [NOT APPLICABLE TO THIS PROJECT]

18. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) MTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to MTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the 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, pertaining to the underlying contract or the FTA assisted project for which this contract 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 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

(a) Termination for Convenience: MTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in MTD's best interest. The Contractor shall be paid its costs, including any applicable contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MTD to be paid the Contractor. If the Contractor has any property in its possession belonging to MTD, the Contractor will account for the same, and dispose of it in the manner MTD directs.

(b) Termination for Default: 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, MTD 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 MTD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events not the fault of or are beyond the control of Contractor, MTD, 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) Opportunity to Cure: MTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to MTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from MTD setting forth the nature of said breach or default, MTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach: In the event that MTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

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

23. PRIVACY ACT [NOT APPLICABLE TO THIS PROJECT]

24. CIVIL RIGHTS REQUIREMENTS

(a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, or National Origin: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 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. § 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, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES & DISPUTE RESOLUTION

Paragraph 30 of the *MTD Master Agreement* regarding disputes shall be deemed satisfactory to meet the federal requirements for dispute resolution. The Contractor agrees to include the requirements of said Paragraph 30 in all subcontracts.

26. PATENT & RIGHTS IN DATA [NOT APPLICABLE TO THIS PROJECT]

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS [NOT APPLICABLE TO THIS PROJECT]

(a) General Transit Employee Protective Requirements: To the extent that FTA determines that transit operations are involved, 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. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is posted at <https://sbmtd.gov/about/doing-business/>. A separate contract goal has not been established for this procurement.

(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, the Contractor may not hold retainage from its subcontractors.

(e) Contractor must promptly notify MTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTD.

29. NOTIFICATION OF LEGAL MATTERS TO THE FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Region 9 Chief Counsel.

(a) 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 as a party to litigation or a legal disagreement in any forum for any reason.

(b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award funding this Agreement and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Region 9 Chief Counsel if the Contractor 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 federal assistance. 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 Contractor.

(d) The Contractor agrees to include this clause in each subcontract and any lower tier subcontracts financed in whole or in part with Federal assistance provided by the FTA under this Agreement.

30. 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 the most recent version of FTA Circular 4220.1, 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 MTD requests which would cause MTD to be in violation of the FTA terms and conditions. The Contractor agrees to include the requirements of this section in all subcontracts.

31. DRUG & ALCOHOL TESTING [NOT APPLICABLE TO THIS PROJECT]**32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) [NOT APPLICABLE TO THIS PROJECT]**

Intelligent transportation system (ITS) property and services shall comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.

33. BUILD AMERICA, BUY AMERICA ACT [NOT APPLICABLE TO THIS PROJECT]

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

34. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. MTD is prohibited from using federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) 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).
 - (i) 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).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) 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.

35. SAFE OPERATION OF MOTOR VEHICLES

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 third-party agreement related to this Contract.

Distracted Driving, Including Text Messaging While Driving: The Contractor agrees to implement (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:

- (i) 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 Contractor 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;
- (ii) Recipient 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
- (iii) Extension of Provision. The Contractor agrees to include a Distracted Driving, Including Text Messaging While Driving in its third-party agreements, and encourage its third-party participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.